

KC

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

**FILED**

APR 05 2005

MICHAEL W. DOBBINS  
CLERK, U.S. DISTRICT COURT

DYNAMIC TRANSMISSIONS, INC., and )  
MICHAEL L. SCHWARTZWALD, )

Plaintiffs, )

JUDGE GETTLEMAN

v. )

**05C 1966**

AAMCO TRANSMISSIONS, INC., )

(Removed from  
Judge Bonnie M. Wheaton  
Case No. 05 CH 000419)

Defendant. )

**NOTICE OF REMOVAL**

MAGISTRATE JUDGE  
GERALDINE SOAT BROWN

Pursuant to 28 U.S.C. §§ 1332 and 1441, Defendant AAMCO Transmissions, Inc. ("ATI") hereby removes this action from the 18th Judicial Circuit Court, DuPage County, Illinois, to the United States District Court for the Northern District of Illinois, Eastern Division. As grounds for removal, ATI states as follows:

1. On approximately March 23, 2005, Plaintiffs initiated this diversity action by filing a Complaint in the 18th Judicial Circuit Court, DuPage County, Illinois. The Complaint is entitled *Dynamic Transmissions, Inc. and Schwartzwald v. Aamco Transmission, Inc.*, Case Number 05 CH 000419.

2. ATI received a copy of the Complaint via facsimile and overnight mail on or about March 23, 2005. ATI was served with the Summons on April 1, 2005. A copy of the Summons and Complaint is attached hereto as Exhibit A. ATI makes no representation concerning whether service or attempted service was proper or effective.

3. ATI is the only defendant in this action.

4. Removal is timely under 28 U.S.C. § 1446(b) because ATI filed its Notice of Removal within thirty days after being given a copy of the Summons and Complaint.

5. The time for ATI to answer Plaintiffs' Complaint has not yet expired, and ATI has not pleaded or otherwise appeared in the state court action.

6. In addition to the Summons and Complaint, Plaintiffs filed an Emergency Motion for Temporary Restraining Order that was scheduled to be heard on April 6, 2005 before Judge Wheaton in the 18th Judicial Circuit Court, DuPage County, Illinois. Copies of the papers filed by Plaintiffs related to their motion are attached hereto as Exhibit B.

7. Pursuant to the Illinois Secretary of State Website, Plaintiff Dynamic Transmissions, Inc. is an Illinois corporation with its principal place of business in Illinois.

8. Pursuant to the Illinois Secretary of State Website, Plaintiff Schwartzwald is the Agent, President and Secretary of Dynamic Transmissions, Inc., and is an individual who resides in Illinois.

9. Defendant ATI is a Pennsylvania corporation with its principal place of business in Pennsylvania.

10. Accordingly, there is complete diversity of citizenship between the Plaintiffs and the Defendant. 28 U.S.C. § 1332.

11. Plaintiffs' Complaint seeks damages related to ATI's alleged breaches of its express and implied legal duties under the franchise agreement and other alleged material breaches which have allegedly caused damage to the Plaintiffs' franchise. See Complaint at ¶ 27-31.

12. Plaintiffs' Complaint does not specify the amount of damages that they seek, but the Affidavit of Michael L. Schwartzwald attached to the Complaint states that the value of his franchise would be between \$250,000 and \$400,000.

13. Given the nature of their claims and the alleged value of the franchise, it is facially apparent from the Complaint that if they are successful on their claims, Plaintiffs' recovery would, more likely than not, exceed \$75,000 exclusive of interest and costs, thereby satisfying the jurisdictional minimum.

14. By reason of the foregoing, this Court has original jurisdiction over Plaintiffs' lawsuit pursuant to 28 U.S.C. § 1332(a). There is complete diversity of citizenship and the amount in controversy exceeds \$75,000, exclusive of the costs and interest sought in this lawsuit. Removal of Plaintiffs' action to this Court is therefore appropriate under 28 U.S.C. § 1441.

15. Pursuant to 28 U.S.C. § 1446(d), ATI is today serving upon Plaintiffs a copy of this Notice of Removal, and filing a copy with the Clerk of the 18th Judicial Circuit Court, DuPage County, Illinois.

16. ATI reserves the right to supplement this Notice of Removal and/or to present additional arguments in support of its entitlement to removal.

17. Removal is hereby effected without waiver of any challenges that ATI may have to personal jurisdiction, venue or service of process. Further, no admission of fact, law or liability is intended by this Notice of Removal, and all defenses, affirmative defenses and motions are hereby reserved.

ACCORDINGLY, Defendant AAMCO Transmissions, Inc. hereby gives notice of the removal to this Court of the above-referenced action now pending in the 18th Judicial Circuit Court, DuPage County, Illinois.

Respectfully submitted,

AAMCO TRANSMISSIONS, INC.

By: Amy Carnow  
One of its Attorneys

Jeffery M. Cross  
Amy Carnow  
FREEBORN & PETERS, LLP  
311 South Wacker Drive, Suite 3000  
Chicago, Illinois 60606  
(312) 360-6000

Of Counsel:  
Karen A. von Dreusche  
One Presidential Boulevard  
Bala Cynwyd, Pennsylvania 19004  
(610) 668-2900

Dated: April 5, 2005

814716

CASE NO. 05 CV 1966

ATTACHMENT NO. \_\_\_\_\_

TAB DESCRIPTION A

EXHIBIT \_\_\_\_\_

3101 (Rev.12/04)

## CIRCUIT COURT SUMMONS

STATE OF ILLINOIS

UNITED STATES OF AMERICA

COUNTY OF DU PAGE

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT

DYNAMIC TRANSMISSIONS, INC. and  
MICHAEL L. SCHWARTZWALD,

Plaintiff(s)

-VS-

AAMCO TRANSMISSION, INC.

Defendant(s)

CASE NUMBER

05 CH 000419

File Stamp Here

## SUMMONS

To each defendant: See Attached Addendum

You are summoned and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance in the office of the Clerk of this Court, 505 North County Farm Road, Wheaton, Illinois within 30 days after the service of this summons, not counting the day of service. **IF YOU FAIL TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE RELIEF ASKED IN THE COMPLAINT.**

## To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of services and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so endorsed. This summons may not be served later than 30 days after its date.

WITNESS: CHRIS KACHIROUBAS, Clerk of the  
Eighteenth Judicial Circuit Court, and the seal  
thereof, at Wheaton, Illinois.

Name: Carmen D. Ceruso/David A. Harpest  
Schwartz, Cooper, Greenberger & Krauss  
(Plaintiff or Attorney for Plaintiff)

DuPage Attorney Number: #32220

Address: 180 N. LaSalle St., Ste. 2700

City/State/Zip: Chicago, IL 60601

Telephone: 312/346-1300



MAR 30 2005

421

BY

Clerk of the Eighteenth Judicial Circuit

NOTICE: The filing of an appearance or answer with the Circuit Court Clerk requires a statutory filing fee, payable at the time of filing.

Date of Service: \_\_\_\_\_

(To be inscribed by officer on copy left with Defendant or other person.)

CHRIS KACHIROUBAS, CLERK OF THE 18TH JUDICIAL CIRCUIT COURT @  
WHEATON, ILLINOIS 60189-0707

**IN THE CIRCUIT COURT OF DU PAGE COUNTY, ILLINOIS  
COUNTY DEPARTMENT, EIGHTEENTH JUDICIAL DISTRICT**

DYNAMIC TRANSMISSIONS, INC., and  
MICHAEL L. SCHWARTZWALD,

Plaintiffs,

v.

AAMCO TRANSMISSION, INC.,

Defendant.

Case No.:

**VERIFIED COMPLAINT FOR BREACH OF CONTRACT,  
DECLARATORY AND INJUNCTIVE RELIEF**

Plaintiffs, DYNAMIC TRANSMISSIONS, INC, an Illinois corporation, and MICHAEL L. SCHWARTZWALD, by their attorneys, Carmen D. Caruso and David A. Harpest, for their verified complaint against defendant AAMCO TRANSMISSION, INC., state as follows:

**Nature of the Case**

As alleged below, the individual plaintiff entered into a franchise agreement for an AAMCO transmission shop with the defendant. Defendant has now wrongfully terminated or threatened to terminate this franchise. Plaintiffs bring this action to protect their rights under the common law and the Illinois Franchise Disclosure Act ("IFDA"), 815 ILCS 705/1 et seq. Specifically:

A. Plaintiffs seek Declaratory Judgment that Defendant has breached the franchise agreement in one or more ways specified below, and that as a consequence of the Defendant's antecedent breach, the Plaintiffs may de-identify from Defendant's franchise system and compete independently.

✓ B. In the alternative to paragraph A, Plaintiffs seek preliminary and permanent

injunctive relief against franchise termination.

- C. Plaintiffs seek damages for breach of contract in an amount to be determined at trial plus costs of suit and reasonable attorneys' fees.

### **Parties**

1. Plaintiff Dynamic Transmissions, Inc. ("Dynamic") is an Illinois corporation with its principal place of business at 530 Roosevelt Road, Glen Ellyn, Illinois, where it operates an AAMCO Transmissions shop under license from defendant. The principal of Dynamic is Michael Schwartzwald, who is a resident of Illinois.

2. Plaintiff Michael L. Schwartzwald ("Schwartzwald"), an individual, resides at 437 Swan Boulevard, Deerfield, Illinois.

3. Defendant AAMCO TRANSMISSION, INC. ("AAMCO") is a Pennsylvania corporation having its principal office at 1 Presidential Boulevard, Suite 300, Bala Cynwyd, Pennsylvania.

### **FACTS**

4. AAMCO is a franchisor. It represents to the public that it has developed certain methods, techniques and systems for the operation of centers devoted exclusively to transmission repair. These methods are more fully described in documents provided by AAMCO to its franchisees.

5. As a franchisor, AAMCO operates under certain marks, which it claims to have registered with the U.S. Patent and Trademark Office.

### **Schwartzwald Enters Into Franchise Agreement with AAMCO**

6. On or about January 27, 2000, AAMCO and Schwartzwald entered into a written franchise agreement (the "Franchise Agreement") whereby the "Franchisee" was granted the



exclusive right to own and operate an AAMCO transmission shop (the "Franchise") at 315 South Main Street, Wheaton, Illinois. A true and correct copy of this Franchise Agreement is attached hereto as Exhibit A1 and incorporated herein by reference.

7. Following the execution of the Franchise Agreement, Dynamic began operating the AAMCO restaurant at the licensed location.

8. In 2002, Dynamic obtained permission, pursuant to Paragraph 1.2 of the Franchise Agreement, to move the licensed location to the address alleged in paragraph 1 above; and with that permission, Dynamic opened in Glen Ellyn in May of 2002. Since that time, Dynamic has continuously operated the AAMCO shop at the licensed location.

9. At all relevant times, Dynamic and Schwartzwald have operated their franchise in compliance or substantial compliance with all provisions of their Franchise Agreement including the policies adopted by the franchisor pursuant to the Franchise Agreement.

10. However, at various times prior to March 15, 2005, Defendant AAMCO has materially breached one or more express provisions of the Franchise Agreement and/or the covenant of good faith and fair dealing that is implied as a matter of law in that agreement. These breaches include, without limitation:

- a. Failing to provide Technical Consulting services in a commercially reasonable manner, in violation of §6.1 of the Franchise Agreement.
- b. Permitting another franchisee (Sandy Mintz) to hire away an employee of Plaintiff's shop in violation of §5.1 of the Franchise Agreement.
- c. Permitting another franchisee (Michael Schoeller) to open in the same county (in Villa Park) without conducting a marketing study as required by §6.1 of the Franchise Agreement; and then compounding this violation

by allowing Schoeller to advertise his franchise as being in Lombard when, in fact, that franchise is located within the borders of Villa Park, Illinois. This conduct had the effect of diverting customers from a shared trade area (Lombard) to the Schoeller franchise at Plaintiffs' expense.

- d. Failing to promptly place, or failing to promptly cause to be placed, our shop's advertisement in the local Yellow Pages.
- e. Failing to enforce the provisions of §5.2 of the Franchise Agreement requiring all dealers to deal honestly with their customers. For example, at the Web Page noted below, over 242 serious consumer complaints against various AAMCO dealers are alleged by various consumers.<sup>1</sup>

11. Plaintiffs have been damaged by these breaches of contract in amount to be determined at trial.

**AAMCO's Attempt To Terminate A Franchise  
Without Providing Specific Violations or Adequate Notice**

12. On March 15, 2005, AAMCO issued a letter (the "Termination Letter") to Schwartzwald allegedly terminating the Franchise as of the date of receipt by Schwartzwald. A copy of this letter is attached hereto as Exhibit A2.

13. Schwartzwald received the Termination Letter on March 16, 2005.

14. The Termination Letter states that AAMCO will send a representative to the Franchise on March 23, 2005 to enforce the alleged termination. This visit would occur just one week after Schwartzwald's receipt of the Termination Letter.

---

<sup>1</sup><http://www.badbusinessbureau.com/results.asp?q1=ALL&q5=aamco&submit2=Search%21&q4=&q6=&q3=&q2=&q7=&searchtype=0> A print-out of those 242 complaints is attached hereto as exhibit A3.

15. The allegations and claims made by AAMCO as alleged grounds for termination in the Termination Letter are vague and the allegedly complaining customer is not identified.

16. Although the allegations of the Termination Letter are vague, Schwartzwald has, by Affidavit attached hereto as Exhibit A, denied the allegations set forth in the Termination Letter.

17. AAMCO lacks good cause for the termination of the Plaintiffs' Franchise.

18. The attempted termination is arbitrary and capricious and thus constitutes a breach of the Franchise Agreement and/or the covenant of good faith and fair dealing that is implied as a matter of law in that agreement. This breach, plus the additional breaches alleged in paragraph 10 hereinabove, are antecedent breaches that preclude AAMCO, as a matter of law, from enforcing any provisions of the Franchise Agreement against Schwartzwald, including but not limited to the agreement's post-termination provisions.

19. AAMCO failed to give adequate notice of termination as required by law.

20. Plaintiffs stand to suffer irreparable injury if AAMCO is permitted to terminate the Plaintiffs' franchise and enforce the post-termination provisions of the Franchise Agreement.

### **COUNT I**

#### **CLAIM FOR DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF**

##### **UNDER THE FRANCHISE AGREEMENT**

21. Dynamic and Schwartzwald (together the "Plaintiffs") incorporate the allegations of paragraphs 1 through 19 as though fully set forth herein.

22. Termination of the Franchise is a drastic sanction that will impose a serious financial loss upon Dynamic.

23. As of the date of this complaint, the franchisee, Schwartzwald, must obtain a

court order to remain open beyond March 23, 2005, since AAMCO has stated that it will send a representative to the Franchise on that date to ensure that AAMCO's termination procedures have been followed and all AAMCO signage at the Franchise is removed.

24. As a result of the facts alleged hereinabove, an actual and present controversy exists between the Plaintiffs and AAMCO. The controversy includes:

- a. Whether AAMCO has breached the Agreement such that, as a consequence of AAMCO's antecedent breach, the Plaintiffs may de-identify from AAMCO's franchise system and compete independently?
- b. Whether AAMCO has established any material breaches of the Franchise Agreement by the Plaintiffs sufficient to constitute good cause for termination?
- c. Whether AAMCO has grounds under the Franchise Agreement to terminate Dynamic without the opportunity to cure?

25. Without a declaratory judgment to establish the rights of the parties, and without an injunction against franchise termination, Dynamic will be irreparably injured, as the franchised business that it has built will be destroyed and AAMCO will usurp the equity that Dynamic has established in its franchised business.

26. Dynamic has no adequate remedy at law.

WHEREFORE:

- A. Plaintiffs respectfully request the Court enter declaratory judgment that:
  - a. AAMCO committed antecedent breaches of the Franchise Agreement, and that as a result, AAMCO cannot enforce any provisions of the Franchise Agreement, including but not limited to post-termination provisions, and

that Plaintiffs are free to de-identify and compete independently.

- b. Plaintiffs did not commit any material breaches or defaults of the franchise agreement.
- c. AAMCO cannot establish any irreparable injury that would justify an order shutting down Dynamic's store as of March 23, 2005.
- d. AAMCO has breached the implied covenant of good faith and fair dealing in attempting to terminate this franchise.

B. Plaintiffs further request the entry of preliminary and permanent injunctive relief against franchise termination by AAMCO, without prejudice to Plaintiffs' right to terminate based on AAMCO's antecedent breaches.

C. Plaintiffs further request their costs, attorneys' fees and such further relief as the Court deems just and proper.

## **COUNT II**

### **BREACH OF CONTRACT**

27. Dynamic incorporates the allegations of paragraphs 1 through 25 as though fully set forth herein.

28. In attempting to terminate the franchise of Dynamic on March 15, 2005, AAMCO breached its express and implied legal duties under the franchise agreement.

29. In the alternative, AAMCO has committed anticipatory breach.

30. Plaintiffs have been or will be damaged by AAMCO's actions if the termination is not enjoined.

31. AAMCO has committed other material breaches as alleged hereinabove, which have caused damage to the Plaintiffs' franchise.

WHEREFORE, on Count II of the complaint, the Plaintiffs request judgment for damages in such amount as may be proven at trial, plus costs and attorneys fees, and such further relief as the court deems just and proper.

**COUNT III**

**CLAIM FOR DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF**

**UNDER THE ILLINOIS FRANCHISE DISCLOSURE ACT**

32. Plaintiffs incorporate the allegations of paragraphs 1 through 30 as though fully set forth herein.

33. The franchise relationship between the parties is governed by the Illinois Franchise Disclosure act of 1987 (the "IFDA"). 815 ILCS 705/1 et seq.

34. The IFDA provides in pertinent part that:

- (a) It shall be a violation of this Act for a franchisor to terminate a franchise of a franchised business located in this State prior to the expiration of its term except for "good cause" as provided in subsection (b) or (c) of this Section.
- (b) "Good cause" shall include, but not be limited to, the failure of a franchisee to comply with any lawful provisions of the franchise or other agreement and to cure such default after being given notice thereof and a reasonable opportunity to cure such default, which in no event need be more than 30 days.
- (c) "Good cause" shall include, but without the requirement of notice and an opportunity to cure, situations in which the franchisee ... (4) repeatedly fails to comply with the lawful provisions of the franchise or other agreement.

(Id. at section 19, 815 ILCS 705/19).

35. AAMCO seemingly purports to rely upon 815 ILCS (c)(4), as AAMCO is claiming that Plaintiffs have violated multiple sections of the Agreement.

36. However, the facts alleged by AAMCO do not, as a matter of law, constitute

repeat violations of the Agreement.

37. Further, AAMCO has not provided Plaintiffs with a reasonable opportunity to cure any defects, as required by the IFDA.

38. AAMCO has provided insufficient notice for termination of a franchise by giving Plaintiffs less than one week from the receipt of the Termination Letter to close down the Franchise.

39. As a result of the facts alleged hereinabove, an actual and present controversy exists between Plaintiffs and AAMCO. The controversy includes:

- a. Whether AAMCO has breached the Agreement such that, as a consequence of AAMCO's antecedent breach, the Plaintiffs may de-identify from AAMCO's franchise system and compete independently?
- b. Whether AAMCO has established any material breaches of the Franchise Agreement by the Plaintiffs sufficient to constitute good cause for termination?
- c. Whether AAMCO has grounds under the Franchise Agreement to terminate Dynamic without the opportunity to cure?

40. Without a declaratory judgment to establish the rights of the parties, the Plaintiffs will be irreparably injured, as the franchised business that has been built will be destroyed and AAMCO will usurp the equity that the Plaintiffs have established in their franchised business.

41. Plaintiffs have no adequate remedy at law.

WHEREFORE:

A. The Plaintiffs respectfully request the Court enter declaratory judgment that:

- a. Plaintiffs did not commit any material breaches or defaults of the franchise

agreement.

- b. AAMCO lacks grounds under the franchise agreements to terminate Dynamic without the opportunity to cure.
- c. AAMCO cannot establish any irreparable injury that would justify an order shutting down Dynamic's store as of March 15, 2005.
- d. AAMCO has breached the implied covenant of good faith and fair dealing in attempting to terminate this franchise.

B. Plaintiffs further request the entry of preliminary and permanent injunctive relief against franchise termination.

C. Plaintiffs further requests their costs, attorneys' fees and such further relief as the Court deems just and proper.

Respectfully submitted,

DYNAMIC TRANSMISSIONS, INC. and  
MICHAEL L. SCHWARTZWALD

By:

  
One of their attorneys

Carmen D. Caruso  
David A. Harpest  
Schwartz, Cooper, Greenberger & Krauss, Chtd.  
180 North LaSalle, Suite 2700  
Chicago, IL 60601  
(312) 346-1300  
Firm ID #31395

Dated: March 22, 2005



**IN THE CIRCUIT COURT OF DU PAGE COUNTY, ILLINOIS  
COUNTY DEPARTMENT, EIGHTEENTH JUDICIAL DISTRICT**

DYNAMIC TRANSMISSIONS, INC. and  
MICHAEL L. SCHWARTZWALD ,

Plaintiff,

Case No.

v.

AAMCO TRANSMISSION, INC.,

Defendant.

**AFFIDAVIT OF MICHAEL L. SCHWARTZWALD**

Under penalties provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, I, Michael L. Schwartzwald, certify that the statements set forth in this Affidavit are true and correct and based upon my own personal knowledge, except to the matters therein stated to be upon information and belief and as to such the undersigned certifies as aforesaid that he verily believes the same to be true.

1. I am the president and sole shareholder of Dynamic Transmissions, Inc. ("Dynamic"), the corporate Plaintiff in this case. Dynamic is an Illinois corporation with its principal place of business at 530 Roosevelt Road, Glen Ellyn, Illinois, where it owns and operates an AAMCO Transmissions franchise (the "Franchise").

2. Dynamic owns and operates its AAMCO Franchise pursuant to a Franchise Agreement (the "Agreement") that I signed with AAMCO Transmissions, Inc. ("AAMCO") on January 27, 2000. A copy of the Agreement is incorporated herein and is attached hereto as Exhibit A.

3. I personally own the real estate on which the Franchise presently operates.

4. The Franchise currently employs eight (8) persons as mechanics and office employees.

5. I would currently value the Franchise (not including the real estate) at between \$250,000 and \$400,000.

6. On March 16, 2005, I received a letter (the "Termination Letter") from AAMCO purporting to terminate the Franchise. The Termination Letter is incorporated herein and is attached hereto as Exhibit B.

7. The allegations and claims made by AAMCO as alleged grounds for termination in the Termination Letter are vague and the allegedly complaining customer is not identified.

8. I have not received any complaints from any customer of the conduct alleged in the third and fourth paragraphs of the Termination Letter.

9. To the best of my knowledge, information and belief, all of the allegations and claims made by AAMCO as alleged grounds for termination in the Termination Letter are false or substantially false. The allegation that I have been personally involved in any of the claimed misconduct is false, or any other dishonest conduct, is completely false. I have not participated in any acts of fraud or deception in the operation of the Franchise. Further, I am not aware of any of the claimed misconduct in our shop by any of Dynamic's employees and have no basis to believe that it has occurred.

10. I was never given an accurate notice that our Franchise was failing to properly diagnose vehicles in the shop.

11. Our Franchise's rate of returns for repairs is one of the lowest for all of the AAMCO franchises in the greater Chicago region. I have treated all customers fairly and honestly throughout my operation of the Franchise. When problems have occurred, those problems have been promptly remedied to the customer's satisfaction, to the best of our ability. Refunds have been made when necessary.

12. I have previously terminated the employment of the one and only employee who was ever known by me or suspected to have been dishonest with any customers and have satisfied the customers with whom that dishonest employee had dealt. That employee had been recommended to me by a reliable source, Dale Mueller, who is an established AAMCO dealer with four shops in Illinois.

13. To the best of my knowledge, information and belief, we have not materially breached any provisions of the Agreement, including but not limited to sections 5.1, 5.2, 5.4, 20.1 and 20.2, which AAMCO has cited.

14. At various times prior to March 15, 2005, AAMCO has materially breached one or more express provisions of the Agreement and/or the covenant of good faith and fair dealing that is implied as a matter of law in that agreement. These breaches include, without limitation:

- a. Failing to provide Technical Consulting services in a commercially reasonable manner, in violation of §6.1 of the Franchise Agreement.
- b. Permitting another franchisee (Sandy Mintz) to hire away an employee of Plaintiff's shop in violation of §5.1 of the Franchise Agreement.
- c. Permitting another franchisee (Michael Schoeller) to open in the same county (in Villa Park) without conducting a marketing study as required by §6.1 of the Franchise Agreement; and then compounding this violation by allowing Schoeller to advertise his franchise as being in Lombard when, in fact, that franchise is located within the borders of Villa Park, Illinois. This conduct had the effect of diverting customers from a shared trade area (Lombard) to the Schoeller franchise at Plaintiffs' expense.
- d. Failing to promptly place, or failing to promptly cause to be placed, our

shop's advertisement in the local Yellow Pages.

- e. Failing to enforce the provisions of §5.2 of the Franchise Agreement requiring all dealers to deal honestly with their customers. For example, at the Web Page noted below, over 242 serious consumer complaints against various AAMCO dealers are alleged by various consumers.<sup>1</sup>

15. In the time I have owned and operated the Franchise, I have not received any letters of complaint from the State's Attorney, the Attorney's General Office. I am not aware of any unsettled claims with either the Better Business Bureau or any other consumer group.

16. The Franchise has established, valuable working relationships with local car dealerships including Signature Cadillac in Chicago, located at approximately 39<sup>th</sup> and Pulaski; and Patrick Cadillac in Schaumburg, Illinois. There are other AAMCO shops that are closer to these dealerships than our shop, but they refer their customers to us and we also do work for these dealerships directly.

17. The Franchise has an established, valuable relationship with State Farm Insurance Company for the repair of their fleet vehicles. We have been inspected by State Farm as a precondition for doing work for them, and State Farm has approved our work.

18. The Franchise has an established, valuable working relationship with General Motors Protection Plan (GMPP) for the repair of GM vehicles. We have been inspected by GMPP as a precondition for doing work for them, and they have approved our work.

19. I believe that these allegations have been made against me in bad faith by AAMCO due in part to certain unrelated business disputes I have had with neighboring AAMCO franchisees.

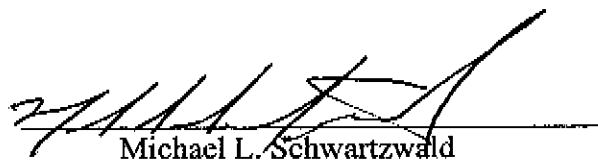
---

<sup>1</sup><http://www.badbusinessbureau.com/results.asp?q1=ALL&q5=aamco&submit2=Search%21&q4=&q6=&q3=&q2=&q7=&searchtype=0> A print-out of those 242 complaints is attached hereto as Exhibit C.

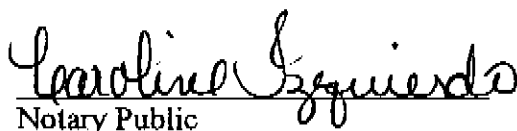
20. The Termination Letter states that AAMCO will send a representative to the Franchise on March 23, 2005 to enforce the termination. This representative would be visiting just one week after my receipt of the Termination Letter.

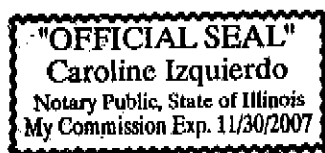
21. Termination of the Franchise would cause immediate, irreparable and unjustified financial losses; and would also cause the unwarranted loss of my employee's jobs.

22. I reserve all of my claims, defenses, rights and remedies, both for myself and for Dynamic.

  
Michael L. Schwartzwald

Subscribed and sworn to before me  
This 22nd day of March 2005

  
Notary Public



## **AAMCO TRANSMISSIONS, INC.**

### **Franchise Agreement**

This Agreement has been entered into this 27th day of January 2000 at Bala Cynwyd, Pennsylvania between AAMCO Transmissions, Inc., a Pennsylvania corporation having its principal office in Bala Cynwyd, Pennsylvania, referred to as "AAMCO", and

Michael L. Schwartzwald

referred to as "Franchisee".

AAMCO has developed methods, techniques and systems for the operation of centers devoted exclusively to transmission repair. AAMCO has built up substantial business and valuable good will by the establishment of such centers throughout the United States and in Canada.

AAMCO makes its experience and know-how available to all its franchisees in order to assist them in opening and operating a successful AAMCO center. AAMCO makes this and other means at its disposal available to aid in the management and merchandising of Franchisee's center.

Franchisee acknowledges that he does and will have full managerial responsibility and authority for the operation of his center; he recognizes that his success, and that of all AAMCO centers, depends on adherence to the highest standards of business practice and on the maintenance of prompt, efficient, courteous and satisfactory service to the public.

Franchisee acknowledges that he has conducted a thorough and independent investigation and based on that investigation, Franchisee desires to enter into the business of operating an AAMCO center, and to develop the market to its full potential in his locality.

The parties enter into this Agreement in recognition of these considerations and of the mutual agreements expressed herein.

1.1 **Franchise.** This Agreement is for the operation by Franchisee of one AAMCO transmission repair center. The location is specified at section 1.2 of this Agreement. This Agreement allows Franchisee to use the trade name and trademark "AAMCO" only upon fulfillment of the following conditions:

- (a) Franchisee must successfully complete AAMCO's training course.
- (b) Franchisee must equip and inventory the center/location according to AAMCO's standards before opening; this requirement includes the appearance of the center, all to be done in accordance with sections 8.1 and 9.2 of this Agreement.
- (c) Franchisee must secure insurance as required by section 12.1 of this Agreement.

1.2 **Location.** The center shall be located as follows:

315 South Main Street  
Wheaton, Illinois 60187

During the term of this Agreement, Franchisee shall operate his center at no other address. Franchisee shall not move or relocate his center without the prior written consent of AAMCO.

1.3 **Market.** AAMCO expressly reserves the right to grant additional franchises in the same county or MSA/PMSA. The number of centers will be based upon then current motor vehicle registrations and the marketing program of AAMCO; the number of franchised centers shall be limited to a maximum of one center for each 100,000 motor vehicle registrations.

2.1 **Trademark.** Franchisee acknowledges that AAMCO is the owner of valid trademarks and service marks using the mark "AAMCO". Franchisee expressly agrees not to register the word "AAMCO" as part of his firm or corporate name.

3.1 **Franchise Fee.** Starting with the opening of his center, Franchisee agrees to pay a weekly franchise fee to AAMCO of five (5)% of the gross receipts of the preceding week. "Gross receipts" shall mean all forms of consideration received for parts or services in the center, including supplies and accessories, regardless of whether for manual or automatic transmissions, whether from wholesale, fleet, commercial or retail business.

4.1 **Business Reports.** Starting with the opening of his center, Franchisee agrees to mail to AAMCO an accurate report of gross receipts received during the preceding week, along with copies of the repair orders for all work completed during the preceding week and such other information or reports as AAMCO may request. These should accompany a check or money order for the amount required under section 3.1, and should be mailed so as to be received no later than Tuesday of each week. Franchisee acknowledges that failure to furnish complete and accurate reports of business on a timely basis deprives AAMCO of the means to control and supervise the use of its marks, or to communicate with members of the motoring public who are customers of AAMCO's franchisees. In addition to an accurate report of gross receipts on the forms prescribed by AAMCO, business reports shall also consist of all home office copies of repair order forms used in the center during the reporting period which shall be attached to the prescribed form.

**5.1 General Policies.** Franchisee agrees that for the term of this Agreement he shall give his personal loyalties to the goals of the AAMCO chain in order to enhance the growth of AAMCO's national identity, the reputation of AAMCO as a specialist in the transmission field, and the quality of repairs associated with the name AAMCO.

Franchisee agrees that, regarding the hiring of employees for his center, he will not initiate directly or indirectly any contact with any other person known to him to be employed by another AAMCO franchisee for the purpose of inducing such employee to work in Franchisee's center; provided, however, nothing shall prevent Franchisee from advertising generally for employees to fill vacant positions. Franchisee agrees to hire only those employees who, upon appropriate screening, demonstrate themselves to be honest and dependable. Franchisee agrees to direct any of his employees, including any customer service manager employed in his AAMCO center, to attend meetings and to meet training requirements as AAMCO may determine.

**5.2 Performance Standards.** Except as otherwise approved in writing by AAMCO, which approval shall not be unreasonably withheld, Franchisee agrees that during the period of this Agreement he will devote his full time, energy and effort to the operation of his center, and agrees not to engage in any other business either at the location of his center or at any other location.

Franchisee agrees that he will comply with all of the policies and procedures which AAMCO establishes from time to time including those set forth in AAMCO's training manuals, as modified and/or updated from time-to-time as determined by AAMCO in its sole discretion.

Franchisee acknowledges that AAMCO has the right to visit and enter the center at reasonable times, for the purpose of inspecting the center, its equipment and inventory, and to determine the nature and quality of the service rendered there, including the manner and method of the center's operation by Franchisee. Franchisee specifically agrees that neither his physical presence in the center nor his specific consent to the inspection shall be necessary.

Franchisee acknowledges that any customer complaints cause harm to the growth of AAMCO's national identity, reputation in the marketplace and association of its name with quality repairs. Franchisee agrees that any customer complaints generated by his center, including but not limited to those in which customers allege abuse, fraud, deceptive or unfair trade practices, cause such harm individually and in the aggregate. Franchisee agrees to operate his center in such manner so as to avoid customer complaints. Franchisee agrees that he will deal fairly and honestly with AAMCO and with each customer, and that he will render prompt, workmanlike, courteous and willing service in his center. Franchisee agrees to handle all customer complaints and adjustments in the same fashion whether they arise from his center or from any other AAMCO center. Franchisee specifically agrees to conduct his center in a manner so that it will not detract from nor bring into disrepute the trademark or name "AAMCO".

All personnel whom Franchisee employs shall conform to the experience or skill standards which AAMCO may prescribe. Franchisee further agrees to attend such meetings and training sessions as AAMCO may require, and to direct any of his employees to attend such meetings and training sessions, including directing the center's technicians to obtain technical certification, as AAMCO may require, pursuant to AAMCO's technical certification program or a comparable technical certification program which complies with AAMCO's specifications.

In his operation of his center, Franchisee agrees to use only such forms as AAMCO specifically prescribes or authorizes including, without limitation, AAMCO multi-check, AAMCO repair order, AAMCO warranty cards and AAMCO reporting forms.

Franchisee agrees to offer to customers of his center all services, products and/or warranties which AAMCO may prescribe. Franchisee acknowledges that AAMCO retains the exclusive right to make modifications from time-to-time to such services, products and/or warranties.

**5.3 Appearance Standards.** Franchisee agrees to keep his center's premises in a clean, wholesome, attractive and safe condition, and to keep it in good maintenance and repair. Franchisee agrees to maintain the interior and exterior painting and decor, and furnishings of his center in such a manner and form as may be required by AAMCO. Franchisee agrees to purchase and display in or about his center only the signs, logos or other materials which are required or approved by AAMCO.

**5.4 Maintenance Standards.** Franchisee recognizes that it is in the mutual interests of both parties to this Agreement that the AAMCO center he operates be equipped and maintained in accordance with the highest standards of quality, and Franchisee specifically agrees to follow the directions of AAMCO in this regard, subject to the observance of any applicable laws.

**5.5 Non-Disclosure.** Franchisee agrees that he will not furnish any information concerning AAMCO's service program, training, diagnostic and technical materials, operations techniques, advertising or promotion ideas, or concerning the financial status of AAMCO to anyone; provided, that nothing in this section shall prevent the use of these materials or of this information by employees in Franchisee's AAMCO center.

Franchisee acknowledges that AAMCO is the sole owner of all rights to the AAMCO service program, and of all books, manuals or documents provided to Franchisee for the operation of his center.

Franchisee recognizes that AAMCO has expended substantial funds and effort in the development of its service program, training, diagnostic and technical materials, and operating techniques, and he specifically agrees not to engage in competition with AAMCO using any training or policy manuals, catalogues, lists, forms or aids provided by AAMCO.

**6.1 Obligations of AAMCO.** AAMCO agrees that before AAMCO grants any additional franchise in the county or MSAPMSA in which Franchisee is located, it will conduct a marketing study and will receive and consider input and comments from Franchisee.

AAMCO agrees to assist Franchisee by providing Technical Consulting services for use by all franchisees. These services shall include Technical Hot Line Department, Publication of Technical Advisory bulletins, Publication of Technical Bench tips, Publication of Technical Bench notes, Publication of Technical columns in the Twin Post, Production of video training films, the availability of the Rebuilders Academy and additional in-house only training seminars. AAMCO further agrees that the ratio of the Technical Department's expenditures to franchisee fee revenue for the provision of said services will be the minimum ratio maintained for the provision of these services. AAMCO further agrees to assist Franchisee by providing limited operations consulting services to all franchisees.

AAMCO agrees that it will assist in the design of advertising promoting the business of AAMCO franchisees and the services they sell. AAMCO agrees to make available to Franchisee its experience, know-how, guidance, and counseling with respect to national, regional, and local advertising, and combinations thereof, including the selection of particular media and advertising content, as well as the choice of agencies for the purchase and use of these advertising techniques.

AAMCO agrees to sell to Franchisee during this Agreement the quantities of those AAMCO products mentioned in the Appendix A of this Agreement, as Franchisee wishes from time to time to order subject to AAMCO's standard credit approval; provided, however, that AAMCO may at any time in its own discretion discontinue the sale of any product or products, if in AAMCO's opinion it is unprofitable, not feasible, or otherwise undesirable to continue such products.

**7.1 National Creative Advertising.** Franchisee agrees to pay his proportionate share of "National Creative Advertising" in accordance with the formulas which will be provided by the National Creative Committee and administered by AAMCO. Payment for National Creative Advertising shall be made to AAMCO in accordance with its instructions.

**7.2 Local Advertising.** Franchisee acknowledges and agrees that all advertising must be approved by AAMCO in advance of its use and Franchisee agrees not to use any advertising unless and until its content is approved in writing by AAMCO.

Franchisee specifically agrees to participate in and pay for the national Yellow Pages program of AAMCO and agrees not to place Yellow Pages advertising in any other manner.

Franchisee acknowledges that, in addition to Yellow Pages advertising, it is mandatory to employ advertising at the local level and to participate in and pay for advertising programs and promotional activities at the local level. Franchisee specifically agrees to establish and adhere to a local advertising budget, subject to AAMCO's approval.

Franchisee further agrees to share local advertising expenses with other franchisees in the Designated Market Area (DMA) as defined by A.C. Nielsen Company which may change from time-to-time. If Franchisee's AAMCO center is not part of a DMA or is the only AAMCO center in a DMA, Franchisee agrees to share local advertising with other franchisees in related or adjoining DMAs if coverage from local advertising in the related or adjoining DMAs permeates within Franchisee's market or if directed by AAMCO.

Franchisee acknowledges that AAMCO has the right to approve an advertising agency, which approval shall not be unreasonably withheld, and Franchisee agrees to place advertising only with an agency approved by AAMCO; Franchisee agrees to pay promptly fees which become due to any such agency.

If Franchisee fails to pay promptly an amount due his advertising agency or his local advertising group or pool, then either AAMCO, or other AAMCO franchisees in the local advertising group or pool of which Franchisee is a member, or the local advertising group or pool shall be entitled to recover the amount due from Franchisee. Franchisee acknowledges that all local advertising benefits him and the other franchisees in the local advertising group or pool. Franchisee acknowledges that despite failure to contribute to his local AAMCO advertising group or pool, local advertising expenditures by such group or pool confer substantial benefits on him, and further acknowledges his responsibility for payment thereof.

AAMCO specifically reserves the right to have or allow the local AAMCO advertising group or pool seek enforcement of this obligation.

**7.3 National Advertising.** Franchisee agrees to participate in advertising programs at the national level if established or directed by AAMCO. Franchisee agrees to pay his proportionate share of "National Advertising" and publicity in accordance with reasonable formulas provided by AAMCO. Payment for National Advertising billings and costs shall be made in accordance with AAMCO's instructions.

**8.1 Signs.** Franchisee agrees to erect in and outside of his center only such signs as are approved by AAMCO. No other signs regardless of content, size or construction may be erected or used.

**9.1 Standards and Specifications for Equipment and Inventory.** AAMCO shall fix and determine all standards, specifications and requirements for the equipment, including diagnostic and technical equipment, supplies, parts, and assembly sets used by Franchisee in his AAMCO center. Franchisee may purchase these items from any source, as long as they conform to these standards and specifications. AAMCO agrees to furnish these standards and specifications to Franchisee, or to a vendor or manufacturer, without charge.

Franchisee acknowledges that AAMCO may change such standards, specifications and requirements from time-to-time, and agrees to make any additional purchases of equipment and/or supplies needed to comply with such updated requirements.



**9.2 Equipment, Supplies and Inventory.** If Franchisee requests to purchase equipment, supplies and inventory from AAMCO, AAMCO agrees to supply them at the price then in effect; provided, that if prior to delivery the price to AAMCO shall increase, then AAMCO may proportionately increase the price to Franchisee. If any item is not available at the time of request, then AAMCO may substitute merchandise of a similar quantity, and adjust the price, after notice to Franchisee.

**9.3 Operating Inventory.** Franchisee acknowledges that the consumer acceptance, quality, and standardization of parts and assembly sets sold by AAMCO, and agrees that the use exclusively of parts and assembly sets sold by AAMCO (or parts and assembly sets which comply with AAMCO's specifications) is an essential condition of the performance of this Agreement. Franchisee agrees to purchase exclusively parts and assembly sets sold by AAMCO (or parts and assembly sets which comply with AAMCO's specifications). At the request of AAMCO, Franchisee will submit a certification that he uses parts and assembly sets which comply with AAMCO's specifications. Further, Franchisee agrees that at the request of AAMCO he will submit information about the purchase of his parts and assembly sets, including without limitation, invoices, lists of vendors and manufacturers from whom Franchisee purchases, and actual parts and assembly sets for testing and examination. AAMCO in its discretion shall determine what information is necessary in order to perform such testing or examination.

Franchisee acknowledges and agrees that the training of his technical employees is essential to the successful operation of his Center. Franchisee, therefore, agrees to participate in and pay for the AAMCO Tech Video Library Program according to the terms and conditions as determined by AAMCO, or to participate in a comparable technical training program which complies with AAMCO's specifications. Franchisee further agrees that at the request of AAMCO he will submit information about his participation in a comparable technical training program, including without limitation, invoices, lists of vendors from which Franchisee purchases such technical training programs and actual copies of such training. AAMCO's Technical Services Department shall determine if any such technical training program is comparable.

**9.4 Product Warranties.** There are no warranties, express or implied, made by AAMCO under this Agreement for the products purchased by Franchisee, including the implied warranty of MERCHANTABILITY.

**10.1 Warranty Program.** Franchisee agrees to honor each warranty presented by an AAMCO customer in accordance with its terms, regardless of whether the service was rendered at his center or at some other authorized AAMCO center. Franchisee agrees to comply at all times with AAMCO's policies concerning the AAMCO warranty program.

**10.2 Warranty Payment Rates.** Franchisee shall be entitled under this Agreement to receive from another AAMCO center the costs of supplies, accessories and parts which Franchisee uses in honoring the warranty, plus a sum of money based on either an hourly rate for labor, or a flat fee, depending on the extent of repairs required. The payment rate used in making payments under this section will be determined by AAMCO and published to all franchisees.

Franchisee agrees to pay within ten (10) working days to any other AAMCO center the amount due to such other center for the honoring of a warranty issued to a customer of Franchisee. If Franchisee fails to pay promptly any amount due under this section, AAMCO shall be entitled to recover such amount from Franchisee for the benefit of the other AAMCO center, or to credit such other center for money which may be due and owing to Franchisee for such payments.

**10.3 Prohibition Against Other Warranties.** Franchisee agrees to make no warranties or guarantees other than those contained in the printed forms of warranty issued or approved by AAMCO, which warranty is made by Franchisee to the customer and not by AAMCO either to any customer or to Franchisee. There are no warranties expressed or implied made by AAMCO to the customer in connection with any product or service furnished by AAMCO under this Agreement.

**11.1 Accounting Forms.** Franchisee agrees to keep true and correct books and records according to directions of AAMCO, and to employ such record keeping systems as AAMCO may request. Franchisee agrees to promptly deliver to AAMCO records, reports and copies of tax returns which AAMCO may request. Franchisee agrees to use exclusively numerically certified work or repair orders provided by AAMCO. Franchisee agrees to furnish to AAMCO bank deposit slips, verification of cash receipts and any other documents or information requested by AAMCO. Franchisee agrees to keep true and correct books and records according to directions of AAMCO, and to employ such recordkeeping systems as AAMCO may request. Franchisee agrees to promptly deliver to AAMCO records, reports and copies of tax returns which AAMCO may request. Franchisee agrees to use exclusively numerically certified work or repair orders provided by AAMCO as part of standard auditing procedures. Franchisee further agrees to furnish to AAMCO bank deposit slips, verification of cash receipts and any other documents or information requested by AAMCO.

**11.2 Inspection of Records.** AAMCO's representative may enter Franchisee's center to inspect books and records to verify the accuracy of Franchisee's reports. Franchisee agrees to keep its books and records available in the center at all times, or to make them available there upon request by AAMCO.

**11.3 Damages.** If at any time Franchisee's actual gross receipts are greater than Franchisee's reported receipts by two percent (2%) or more, then Franchisee shall pay AAMCO immediately any deficiency in franchise fees together with interest pursuant to section 14.1, calculated from when such fees should have been paid. In addition, Franchisee agrees to pay AAMCO for any and all expenses connected with AAMCO's examination of Franchisee's reporting practices, including but not limited to reasonable administrative, accounting and attorneys' fees and the costs incurred in connection with the investigation of Franchisee's recordkeeping and obtaining inspection of his records.

Franchisee further acknowledges and agrees that the actual damages sustained by AAMCO in the event of underreporting of gross receipts are difficult to ascertain and that in addition to the fees, interest and expenses stated above, Franchisee shall also pay AAMCO liquidated damages in an amount equal to the franchise fees due plus interest calculated pursuant section 14.1. These liquidated damages shall be in addition to any other remedies AAMCO may have.

**11.4 Financial Statements.** Franchisee agrees to submit to AAMCO within 60 days after the end of each year a Profit and Loss Statement for the year and a Balance Sheet as of the last day of the year. In addition, within 60 days after the end of each semi-annual period, Franchisee agrees to submit to AAMCO a Profit and Loss Statement for the previous 6-months and a Balance Sheet as of the last day of the 6-month period. All statements required by this paragraph may be unaudited but must be prepared by an accountant, and, unless otherwise specified by AAMCO, shall be in accordance with generally accepted accounting principles. All references in this section to "year" of Franchisee shall mean either calendar or fiscal year, as adopted by Franchisee.

**12.1 Insurance.** Franchisee agrees to purchase and maintain at his own expense insurance against all types of public liability, as directed by AAMCO, including but not limited to garage liability, garage keeper's legal liability, garage keeper's direct primary coverage and workers' compensation insurance, including coverage for AAMCO as an additional named insured. Franchisee acknowledges that AAMCO reserves the right to increase the amounts of insurance coverage required by this section and agrees to comply with any such increased amounts after notice from AAMCO; AAMCO agrees to act reasonably in determining such increased amount. In no event shall the amounts of coverage be less than \$1,000,000 per occurrence, bodily injury and property damage combined. Franchisee shall furnish AAMCO with certificates of such insurance including the insurance upon AAMCO, along with satisfactory evidence that premiums have been paid. Each certificate shall provide that the policy may not be cancelled as to AAMCO without thirty days' prior notice to AAMCO. Franchisee shall pay AAMCO its costs and expenses, including reasonable attorneys' fees, incurred by AAMCO in connection with any proceedings arising out of this provision.

**12.2 Indemnity Agreement.** Franchisee agrees by this Agreement to defend and to hold harmless and indemnify AAMCO from any and all claims, demands or suits of any kind, and to pay to AAMCO all expenses and liabilities which may be associated with such claims, demands or suits, which are based on or arise out of or relate in any way to the operation or the condition of Franchisee's center. This Agreement to indemnify AAMCO shall be given effect whether the claim arises indirectly or directly out of the center's operation, Franchisee's conduct of his business there, the ownership or possession of real or personal property there or from or by any act of negligence, omission or willful conduct by Franchisee or by any of his employees, servants or agents. The minimum amounts of insurance outlined in section 12.1 shall not be construed to limit liability under this section of the Agreement.

Franchisee also agrees by this Agreement to pay on behalf of AAMCO any and all fees, costs, or other expenses which AAMCO reasonably incurs as a result of any investigation or defense of any such claim, including reasonable attorneys' fees.

**12.3 Independent Contractor.** Franchisee acknowledges that under the terms of this Agreement he is not an agent, employee, or servant of AAMCO for any purpose whatsoever. Franchisee agrees that he shall not hold himself out as an agent, employee, or servant of AAMCO under any circumstances for any reason whatsoever. Franchisee is an independent contractor and is not in any way authorized to make a contract, agreement or promise on behalf of AAMCO, or to create any implied obligation on behalf of AAMCO. Franchisee specifically agrees that he shall not do so.

**13.1 Security Deposit.** Franchisee acknowledges that he has deposited with AAMCO the sum of \$3,000 as security for compliance with all the provisions of this Agreement. This deposit shall be retained by AAMCO and AAMCO shall have the right to reimburse itself or others, including customers of Franchisee's center, from this account for any damages which may be sustained by AAMCO or others, as a result of failure by Franchisee to comply with any provision of this Agreement. AAMCO has sole and absolute discretion in determining the amount of reimbursement from this account, and agrees to act reasonably in making such determinations.

Franchisee acknowledges that the creation and use of this account is a condition of the franchise and is intended to maintain a high level of customer satisfaction and to minimize or resolve customer complaints. It is agreed that AAMCO may use the funds to cure any default by Franchisee under this Agreement and to defray expenses, damages or attorneys' fees of AAMCO or others, reasonably necessary to cure any such default, including refunds to customers of Franchisee as AAMCO may determine. AAMCO may send written notice to Franchisee of defaults calling for action under these provisions to Franchisee's last known address. Franchisee hereby authorizes AAMCO to apply the money in this account for the purposes specified in this provision without prior, actual notice to Franchisee that the money has been applied.

Franchisee agrees that should the amount on deposit with AAMCO become less than \$3,000 because of any reason whatsoever, then Franchisee, upon notice from AAMCO, shall pay whatever amount is needed so that the amount on deposit equals \$3,000.

AAMCO agrees to pay interest on this deposit at the rate of 3% less than prime rate as established by a leading bank as determined by AAMCO averaged over the preceding twelve months to a maximum of six percent (6%) per year, provided that Franchisee is, at all times, in full compliance with the provisions of this section.

**14.1 Defaults in Payment.** Franchisee agrees to pay all invoices from AAMCO for merchandise or other items under this Agreement in strict accordance with the payment and credit terms applicable to them when they are issued. Any such amount not so paid when due, as well as any amount due from Franchisee under any section of this Agreement, shall bear interest at the annual rate of eighteen percent (18%), or the legally permissible rate, whichever is less, from thirty (30) days after the due date until payment. The payment of such interest will not be deemed to allow delay in the payment of those invoices or other invoices or amounts. Franchisee agrees further to pay when due any bills or other amounts owed to third parties, especially under sections 7.1, 7.2 and 7.3 of this Agreement, or under any other purchasing arrangement in which AAMCO may be involved; but, AAMCO shall not by virtue of such an arrangement become liable to any such third party on the account of Franchisee.

In the event that Franchisee is in default in the payment of any franchise fee, invoice for parts, invoice for advertising, or for any other amount due to AAMCO under the terms of this Agreement, including an amount which may be due to an advertising association, pool, or agency under sections 7.1, 7.2 and 7.3 of this Agreement, then in any and all actions which may be brought for the amount in default, AAMCO or the party bringing such action shall be entitled to recover the amount in default, with any interest thereon at the rate set forth above, and costs of the action, together with reasonable attorneys' fee. In the event that a local advertising group or pool becomes entitled to recover, by virtue of such an action pursuant to section 7.2 of this Agreement, then Franchisee acknowledges that such group or pool shall also be entitled to recover, in addition to any judgment, an amount equal to the costs and reasonable attorneys' fees therefor. Franchisee specifically agrees that AAMCO may bring an action on behalf of National Creative Committee to collect amounts due pursuant to section 7.1.

In the event that Franchisee fails to pay for National Creative Advertising and/or Yellow Pages advertising, then Franchisee acknowledges and agrees that AAMCO has the right (1) to direct any publisher of a Yellow Pages advertising directory to omit Franchisee's listing from such directory and (2) to withhold all television and radio tapes from Franchisee, until all sums owed plus interest and any costs of collection, including attorneys' fees, have been paid in full.

**15.1 Assignment.** This Agreement is a personal obligation of Franchisee and his rights to the use of AAMCO's service marks and trademarks are not assignable nor transferable under any circumstances except in strict compliance with the provisions herein.

(a) In the event of Franchisee's death, his rights shall pass to his heirs or next of kin on the condition that such heirs or next of kin must immediately attend and successfully complete AAMCO's training course as provided for in this Agreement. Such person or persons must attend the AAMCO Operator's Training Course by the third class offered after the date of the death of Franchisee. Failure to do so will result in the termination of all rights conferred under this Agreement.

(b) If Franchisee, as an individual, desires to transfer his rights under this Agreement to a corporation, he may do so only upon the following terms and conditions:

(1) Franchisee's name remains on the Agreement and the corporation is added as a co-franchisee on the Agreement.

(2) The corporation is newly organized and its activities are confined exclusively to acting as an AAMCO franchisee under this Agreement.

(3) Franchisee is the owner of the majority of the stock of the corporation, is the principal executive officer of the corporation and has full and complete authority to act for the corporation. In the event of the death of Franchisee who is the majority shareholder of such corporation, then the provisions of section 15.1(a) above will apply, except that such heir or next of kin must be the majority shareholder of the corporation, principal executive officer of the corporation and must have full and complete authority to act for the corporation.

(4) All money obligations of Franchisee under this Agreement must be satisfied.

(5) The corporation must sign an agreement with AAMCO assuming jointly and severally all obligations of Franchisee under this Agreement. It is expressly understood that the assumption of Franchisee's obligation by any corporation does not limit Franchisee's personal obligations under this Agreement and Franchisee and the corporation shall be jointly and severally liable.

(6) The corporation shall disclose in writing the names and addresses of all of its officers and directors and, whenever there is a change in any such officer or director, shall immediately notify AAMCO of such change. Franchisee acknowledges that AAMCO has the right to approve the corporation's officers and directors, which approval shall not be unreasonably withheld, and agrees that any officer and director not approved by AAMCO will be immediately removed from such position and shall not be permitted to have any involvement in the operation of the corporation or the AAMCO center.

(c) If Franchisee organizes or has organized a corporation in connection with the operation of the center, the capital stock shall not be sold, assigned, pledged, mortgaged or transferred without the prior written consent of AAMCO. There may be a sale of all of the capital stock of the corporation subject to the same conditions listed in subparagraph (b) above, to a purchaser as though the person acquiring such stock were a purchaser under section 15.2 of this Agreement. All stock certificates shall have endorsed upon them the following:

The transfer of this stock is subject to the terms and conditions of a Franchise Agreement dated January 27, 2000, between AAMCO Transmissions, Inc., and Michael L. Schwartzwald

(d) If Franchisee forms or has formed a partnership for the operation of the AAMCO center, then all partners must sign an agreement with AAMCO assuming jointly and severally all obligations of Franchisee under this Agreement but such agreement does not limit Franchisee's obligations hereunder. A partner cannot sell, assign, pledge, mortgage or transfer his interest without AAMCO's prior written consent.

(e) If Franchisee is a partnership and all partners desire to transfer their rights under this Agreement to a corporation, they may do so only upon the terms and conditions set forth in subparagraph (b) above and provided that one of the partners is the majority stockholder of the corporation, the principal executive officer of the corporation and has full and complete authority to act for the corporation.

(f) Franchisee agrees that this Agreement will not be transferred to a corporation or to an individual by transfer of stock or by any other means.

**15.2 Sale.** If Franchisee desires to sell his AAMCO center, he may do so provided that the purchaser is first approved by AAMCO, and provided that the purchaser executes AAMCO's then current form of franchise agreement at the fee structure provided below. AAMCO agrees to approve such prospective purchaser if his credit ratings are satisfactory, he has good moral character and has a reputation and business qualifications satisfactory to AAMCO, and provided further that any and all financial obligations of Franchisee are fully paid and satisfied. The accounts which must be satisfied include sums owed for local, national or national creative advertising, Yellow Pages advertising, sums owed to any advertising agency, sums due AAMCO pursuant to the terms of this Agreement, including any amounts due because of a default of any provision of this Agreement, and any sums due other AAMCO dealers. Franchisee and other person or persons having control of the affairs of a corporate franchisee shall execute a general release of all claims against AAMCO and a termination of franchise, and Franchisee shall pay AAMCO the sum of \$2,000 for expenses in connection with the administration and approval of this sale. Ownership of Franchisee's AAMCO center may not be transferred until a purchaser has successfully completed any training course which may be provided for in the then current form of franchise agreement.

(a) If Franchisee sells his AAMCO center without the aid or assistance of AAMCO then the purchaser must sign a current form of franchise agreement. The purchaser has the option of signing an agreement for only the balance of Franchisee's term at the franchise fee being paid by Franchisee; or, of signing an agreement for a fifteen (15) year term, the first portion of the term will be for the balance of Franchisee's term at the franchise fee being paid by Franchisee, and the second portion of the term will be for the remainder of the fifteen (15) year term at the franchise fee being charged by AAMCO for new franchisees as of the time of the purchase.

(b) If Franchisee has listed his center with AAMCO or the purchaser has received a presentation from AAMCO's franchise sales department within the past 12 months, then the purchaser must sign a current form of franchise agreement for a fifteen (15) year term at the franchise fee being charged by AAMCO for new franchisees as of the time of the purchase.

**15.3 Attempted Sale, Assignment or Transfer.** If Franchisee attempts to sell, assign or transfer his AAMCO center without following the procedures required by this Agreement, then any such attempted sale, assignment or transfer is void. In the event that such attempted assignment or transfer is to a corporation wholly or partially owned or controlled by Franchisee, then, at AAMCO's option, Franchisee agrees on behalf of the corporation that the attempted assignment or transfer shall subject the corporation to all the terms and conditions of this Agreement. Franchisee shall remain jointly and severally liable for all obligations and responsibilities of this Agreement, including money owed, despite any such attempted and/or unauthorized sale, assignment or transfer of Franchisee's AAMCO center.

**15.4 Notification of Resale.** Franchisee agrees to submit to AAMCO a copy of any written offer or a statement from Franchisee of all the terms of the proposed sale and the identity of any proposed purchaser before consummation of an agreement of sale.

**16.1 Duration of the Franchise.** This Agreement shall begin as of the date set forth above, and shall continue for a term of fifteen (15) years. Unless either party gives written notice of its intention not to renew at least one (1) year prior to the expiration of the fifteen (15) year term, then this franchise shall be renewed for fifteen (15) years. Failure to renew by AAMCO will be based on good cause; the parties agree that "good cause" shall be defined to include the following:

(a) Any default set forth in section 18.1 of this Agreement notwithstanding compliance with paragraph 18.1(b); or

(b) Any cause that in AAMCO's reasonable estimation brings discredit upon its trademarks and trade name, or seriously interferes with AAMCO's business interests.

In connection with any renewal, Franchisee agrees to execute a franchise agreement of the type then currently being used by AAMCO. AAMCO expressly reserves the right to increase the franchise fee upon renewal in accordance with its then current policy.

**17.1 No Waiver by AAMCO.** AAMCO's failure to insist upon strict compliance with all provisions of this Agreement, except section 21.1 shall not be a waiver of its right to do so; delay or omission by AAMCO respecting any default shall not affect its rights respecting any subsequent defaults.

#### 18.1 Termination.

(a) AAMCO may terminate this Agreement by giving written notice to Franchisee upon the occurrence of any of the following:

- (1) A breach by Franchisee of sections 5.2 or 20.2 of this Agreement.
- (2) If Franchisee unreasonably delays in opening his center. In no event shall a period of less than eight (8) months be considered an unreasonable delay. In the event that this Agreement is terminated pursuant to this subsection, then AAMCO may elect to retain as liquidated damages the deposit paid by Franchisee pursuant to section 3.1.
- (3) If Franchisee terminates or attempts to terminate this Agreement for any reason. If this Agreement is terminated under this subsection, then AAMCO may elect to retain the deposit made by Franchisee as liquidated damages or as against compensatory and punitive damages which may be sought under this Agreement.
- (4) In the event that Franchisee is declared insolvent or bankrupt by any court, or makes an assignment for the benefit of creditors, or in the event that a receiver is appointed for Franchisee's business, or Franchisee is unable to continue in business, or in the event of the sale, insolvency or termination of the business operated pursuant to this Agreement, or in the event that any proceedings demanded by Franchisee under a provision of the Federal Bankruptcy Act or any other laws for the relief of debtors are commenced, or in the event Franchisee becomes the involuntary subject of any such proceeding, which proceeding continues undismissed for a period of thirty (30) days.
- (5) Failure to make any payments to an advertising agency and/or local advertising group or pool, or to make any other advertising payments required pursuant to section 7 of this Agreement.
- (6) Failure to make any payments required under any provision of this Agreement.
- (7) If Franchisee closes his center for any reason and fails to reopen within ten (10) days from the date of such closing.
- (8) If Franchisee sells or attempts to sell, transfer or assign his rights under this Agreement without the approval of AAMCO as required by this Agreement.
- (9) If Franchisee shall commit a violation of any provision of this Agreement.

(b) Upon receipt of notice pursuant to section 18.1(a), Franchisee shall have ten (10) days within which to cure completely any default based on a failure to make any payment required under any provision of this Agreement. For any other default, except as set forth below in section 18.1(c), Franchisee shall have thirty (30) days within which to cure completely any such default. Failure of Franchisee to effect such cure within the cure period shall result in the immediate termination of this Agreement. It shall be Franchisee's responsibility to advise AAMCO of his attempt to cure any default.

(c) Any notice of termination which is based, in whole or in part, upon the fraudulent acts of Franchisee or on Franchisee's failure to deal honestly and fairly with AAMCO or with any customer of the center, shall be effective upon receipt by Franchisee, and the provisions of section 18.1(b) shall not be applicable thereto.

#### 19.1 Procedures after Termination.

(a) Upon the termination of this Agreement for any reason, including, without limitation, termination upon the expiration of the current term by virtue of Franchisee's failure to renew as provided in section 18.1 (sometimes herein called "Expiration"), Franchisee shall cease to be an authorized AAMCO franchisee and shall:

- (1) Promptly pay AAMCO all sums due and owing.
- (2) Promptly pay AAMCO the sum of \$5,000 to be held by AAMCO to cover the costs of warranty work for customers of Franchisee's former center. If there is any amount remaining unused two (2) years after the date of termination and Franchisee has complied fully with the provisions of section 19, then any such amount shall be returned to Franchisee.
- (3) Immediately and permanently discontinue the use of the mark AAMCO and all similar names or marks, and any other designation tending to indicate that Franchisee is or was an authorized AAMCO franchisee.
- (4) Promptly surrender to AAMCO all signs, training materials, manuals, videos, stationery, letterheads, forms, repair orders, printed matter and advertising material containing the mark AAMCO, all similar names or marks or any other designation tending to indicate that Franchisee is or was an authorized franchisee of AAMCO.
- (5) Immediately and permanently discontinue all advertising as an authorized AAMCO dealer.
- (6) Promptly transfer to AAMCO or AAMCO's designee each telephone number listed under the designation AAMCO or any similar designation, and execute such instruments and take such steps as AAMCO may require to accomplish the transfer of each such telephone number.
- (7) At AAMCO's discretion, sell all inventories on hand to AAMCO at the price then being charged by AAMCO to authorized AAMCO dealers, less freight and handling costs.

(b) Upon termination or Expiration, AAMCO shall have the option to purchase all of Franchisee's right, title and interest in the center and all equipment contained therein. If AAMCO intends to exercise its option, AAMCO shall notify Franchisee of such intention at the time of termination or, in the case of Expiration, within ten (10) days prior to the Expiration of the current term of this Agreement. The full purchase price of the center shall be:

(1) In the case of Expiration, the fair market value of the equipment and parts then located at the center, less all outstanding liabilities of the center.

(2) In the case of all other terminations, the lesser of the fair market value of the equipment and parts then located at the center or Franchisee's cost, less depreciation on the equipment computed on a fifteen (15) year straight-line basis, less all outstanding liabilities of the center. AAMCO shall have the right to withhold from the purchase price funds sufficient to pay all outstanding debts and liabilities of the center and to pay such debts and liabilities from such funds. If such liabilities exceed the purchase price of the equipment and parts, AAMCO shall apply the purchase price in such manner as AAMCO, in its sole discretion, shall determine. In no event, however, shall AAMCO become liable for any of the debts and liabilities of Franchisee or of the center and Franchisee shall remain responsible for all outstanding debts and liabilities of the center which remain unsatisfied subsequent to the distribution by AAMCO of the purchase price funds.

(c) If, within five (5) days after termination or Expiration, Franchisee fails to remove all displays of the AAMCO name and trademark and any other materials of any kind from the center which are identified or associated with AAMCO, AAMCO may enter the center or premises to effect such removal. In such event, AAMCO shall not have any liability to Franchisee therefor, nor shall AAMCO be accountable or required to pay for such displays or materials.

(d) If, within three (3) days after termination or Expiration, Franchisee has not taken all steps necessary to amend, transfer or terminate all telephone listings or service and any registration or filing of any fictitious name, Franchisee hereby irrevocably nominates, constitutes and appoints AAMCO or any prothonotary, clerk of court or attorney of any court of record as its true and lawful attorney for him and in his name, and on his behalf to take all such action as may be necessary or appropriate to amend, transfer or terminate all such telephone listings and service and registrations and filings of such fictitious name, without liability to Franchisee for doing so. In the event that any action is required to be taken by or on behalf of AAMCO pursuant to this subsection 19(d), the telephone company, Yellow Pages publishers and all listing agencies, without liability to Franchisee, may accept this Agreement and the directions by or on behalf of AAMCO as conclusive proof of AAMCO's exclusive rights in such telephone numbers and directory listings and its authority to direct their amendment, termination or transfer and Franchisee hereby releases and waives any claim of any kind that he may have against any telephone company and/or yellow or white page directory publisher as a result of their implementing the transfer, amendment or termination set forth herein.

(e) The termination of this Agreement shall not effect, modify or discharge any claim, rights or causes of action which AAMCO may have against Franchisee, under this Agreement or otherwise, for any reason whatsoever, whether such claims or rights arise before or after termination.

**19.2 Covenant Not-To-Compete.** Franchisee acknowledges that as a franchisee of AAMCO he will receive confidential information and materials and trade secrets and have access to unique procedures and systems developed by AAMCO. Franchisee further acknowledges that the development of the marketplace in which his center is located is solely as a result of the AAMCO name and trademark. Therefore, to protect the AAMCO name and trademark and to induce AAMCO to enter into this Agreement, Franchisee represents and warrants:

(a) During the term of this Agreement and any renewal thereof, Franchisee shall not directly or indirectly engage in any business the same as, similar to or in competition with AAMCO or any other AAMCO Franchisee, except for the business contemplated by this Agreement.

(b) For a period of two (2) years after the termination of this Agreement, Franchisee shall not directly or indirectly engage in the transmission repair business within a radius of ten (10) miles of the former center or any other AAMCO center. The two (2) year period shall not begin to run until Franchisee commences to comply with all obligations stated in this section 19.2(b).

(c) Franchisee acknowledges that because of the business of AAMCO and the strength of the AAMCO name and trademark, the restrictions contained in this section 19.2 are reasonable and necessary to protect the legitimate interests of AAMCO and that any violation of these restrictions will result in irreparable injury to AAMCO. Therefore, Franchisee acknowledges that, in the event of such violation, AAMCO shall be entitled to preliminary and permanent injunctive relief and damages, as well as an equitable accounting of all earnings, profits and other benefits arising from such violation, which remedies shall be cumulative and in addition to any other rights and remedies to which AAMCO shall be entitled. If Franchisee violates any restriction contained in this section 19.2 and it is necessary for AAMCO to seek equitable relief, the restrictions contained herein shall remain in effect for two (2) years after such relief is granted.

(d) Franchisee agrees that the provisions of this covenant not-to-compete are reasonable. If, however, any court should hold that the duration or geographical limits of any restrictions contained in this section 19.2 are unreasonable, the parties agree that such determination shall not render the restriction invalid or unenforceable, but that such restriction shall remain in full force and effect for such duration and within such geographical limits as the court shall consider reasonable.

**20.1 Applicable Laws.** Franchisee agrees to comply with all federal, state, county and municipal laws and regulations which may be applicable to Franchisee's business.

20.2 **Federal Trade Commission Orders.** Franchisee acknowledges receipt of copies of FTC Orders No. 8816 and C-2305 and Franchisee agrees to adhere to the provisions of these Orders in his dealings with the public and with AAMCO.

21.1 **Jurisdiction.** ~~The Agreement shall be deemed to have been made within the Commonwealth of Pennsylvania, shall be interpreted according to the laws of Pennsylvania and Pennsylvania law shall apply to any claims arising out of, connected to or relating to this Agreement or its performance.~~

Franchisee hereby agrees that mailing to his last known address by certified or registered mail or by any overnight carrier service which provides a receipt of any process shall constitute lawful and valid process. Franchisee agrees to the jurisdiction and venue of the United States District Court for the Eastern District of Pennsylvania or to the Court of Common Pleas of Philadelphia or Montgomery County, Pennsylvania in any action, proceeding or counterclaim, whether at law or at equity, in any manner whatsoever which arises out of or is connected in any way with this Agreement ~~or its performance, and Franchisee specifically agrees not to bring suit against AAMCO in any other jurisdiction or venue.~~

(See Addendum)

21.2 **Jury Trial Waived.** Franchisee and AAMCO hereby agree that they shall and hereby do waive trial by jury in any action, proceeding or counterclaim, whether at law or at equity, brought by either of them, or in any matter whatsoever which arises out of or is connected in any way with this Agreement or its performance.

21.3 **Severability.** In the event that any portion, term or provision of this Agreement shall be decided by any court to be in conflict with the law of a state or jurisdiction, then the validity of the remaining portions, terms or provisions shall not be affected; the illegal part, term or provision shall be deemed not to be a part of this Agreement and this Agreement shall be considered as if the provision has never been a part of it.

21.4 **Notice.** Whenever this Agreement requires notice, it shall be in writing and shall be sent by registered or certified mail, return receipt requested or overnight mail to the other party at the addresses set forth below, unless notice is given of a change of address. However, Franchisee agrees that notice may be sent to him at the AAMCO transmission repair center operated pursuant to the terms hereof.

21.5 **Recovery of Costs and Attorneys' Fees.** In any court or arbitration proceeding brought by either party hereto arising out of or based upon this Agreement or its performance, the prevailing party shall recover all court costs, attorneys' fees and other expenses relating to such proceeding from the non-prevailing party.

## 22.1 Mediation and Arbitration.

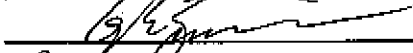

(a) Non-binding mediation of disputes, controversies, or claims arising out of or relating to this Agreement shall be conducted in Philadelphia, Pennsylvania or in Chicago, Illinois, solely at Franchisee's option.

(b) All disputes, controversies or claims arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or its successor except for termination by AAMCO which is based in whole or in part, upon the fraudulent acts of Franchisee or Franchisee's failure to deal honestly and fairly with any customer of the center or Franchisee's failure to accurately report his gross receipts to AAMCO. Arbitration shall be conducted in Philadelphia, Pennsylvania, unless otherwise agreed to by the parties.

23.1 **Entire Agreement.** This Agreement consisting of ten (10) pages and attachments contains the entire agreement between the parties concerning Franchisee's AAMCO franchise; no promises, inducements or representations not contained in this Agreement shall be of any force or effect, or binding on the parties. Modifications of this Agreement must be in writing and signed by AAMCO.

IN WITNESS WHEREOF, the parties intending to be legally bound hereby, hereto have set their hands and seals as of the day and year first above written.

ATTEST:


  


WITNESS

WITNESS

AAMCO TRANSMISSIONS, INC.

By: 

  
 FRANCHISEE - Michael L. Schwartz (SEAL)

FRANCHISEE

(SEAL)

Address for AAMCO Transmissions, Inc.  
 One Presidential Boulevard  
 Bala Cynwyd, PA 19004

Address for Franchisee:

**ADDENDUM TO FRANCHISE AGREEMENT  
STATE OF ILLINOIS**

The following is added to section 21.1:

**21.1 Jurisdiction** - This Agreement shall be deemed to have been made within the Commonwealth of Pennsylvania and shall be interpreted according to the laws of Pennsylvania. If there is a conflict with Pennsylvania law, then this Agreement is subject to the Illinois Franchise Disclosure Act of the State of Illinois, and that Franchisee's rights are governed by the Act.

The parties specifically acknowledge that any provision in this agreement which designates jurisdiction or venue in a forum outside of the State of Illinois is void with respect to any cause of action which otherwise is enforceable in the State of Illinois, provided that a franchise agreement may provide for arbitration in a forum outside of the State of Illinois.

Franchisee agrees that the mailing to his last known address by certified or registered mail or by any overnight carrier which provides a receipt of any process shall constitute lawful and valid process.

The parties shall have the right to mutually agree upon a locale in which such arbitration hearings are to take place. These arbitration hearings will not be limited by any conflicting provision contained within this agreement.

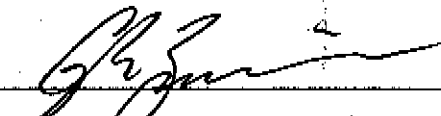

If any of the provisions of this Agreement governing termination or nonrenewal are inconsistent with Illinois law, 815 ILCS 705/19 and 705/20, then said Illinois law shall apply.

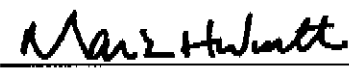
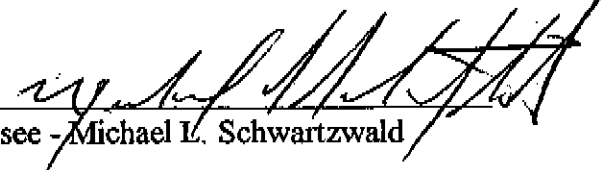
IN WITNESS WHEREOF, the parties have executed this addendum as set forth below.

Date: \_\_\_\_\_, 20\_\_\_\_

ATTEST:

AAMCO TRANSMISSIONS, INC.

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
  
\_\_\_\_\_  
Franchisee - Michael L. Schwartzwald



TO: AAMCO Transmissions, Inc.  
One Presidential Boulevard  
Bala Cynwyd, PA 19004

I hereby subscribe to the AAMCO Tech Video Library. I agree to purchase all needed tapes in the current library at a cost of \$ TBD payable at the rate of \$ N/A per month for N/A months. Furthermore, I agree to purchase new tapes as they are made available and to pay for them at \$ 35.00 per tape. I also agree to continue this subscription for the duration of my franchise unless I decide to participate in a comparable technical training program which meets AAMCO's specifications, at which time this subscription shall be ended.

  
Franchisee - Michael L. Schwartzwald

Dated: January 27, 2000

Chicago, Illinois (CHAAMCO) AAMCO Dealers Advertising Pool  
c/o AAMCO Transmissions, Inc.  
One Presidential Boulevard  
Bala Cynwyd, Pennsylvania 19004

Gentlemen:

Please accept this letter as evidence of my commitment to the requirement that I, as an AAMCO franchisee, participate in and cooperate with my local advertising pool and program.

- A. I acknowledge that advertising is necessary to the successful operation of my business as an AAMCO dealer.
- B. I acknowledge that advertising by other AAMCO dealers within my marketing area directly benefits my AAMCO center.
- C. I acknowledge the legal, business and other responsibilities to approve, cooperate and participate in the advertising program established by the other AAMCO dealers in my marketing area, as such programs are approved by AAMCO Transmissions, Inc.
- D. I agree that should I be in default of any money due my local AAMCO Dealers Advertising Pool, or should I fail to participate in an advertising program and make payment for it, I shall be subject to a delinquency charge and pay interest at the highest contract rate permitted by law to be computed in addition to my actual billing, plus any legal and attorney's fees incurred in the event suit must be commenced against me because of a violation of this Agreement.
- E. I agree that I will submit any and all information required to administer the local AAMCO dealers advertising program in my area and will submit such information to the group authorized to administer the local advertising program.
- F. It is further agreed and understood by and between me and the Chicago, Illinois (CHAAMCO) AAMCO Dealers Advertising Pool that I contract for a period equal to the duration of my Franchise Agreement with AAMCO and any renewals thereof, to participate in and to be responsible for the payment of advertising on this local level as determined by my advertising pool. I acknowledge that the benefit that I am deriving and will derive from participating in local advertising and my concurrent responsibility for payment of my share of local advertising shall begin at the end of the first full week after the actual opening of my AAMCO center. I further agree to execute any agreements presently in use by said local AAMCO Dealers Advertising Pool. The amount of payment for such advertising shall be as follows:
  - 1. Existing percent or flat rate formula, if applicable - per the adpool's formula -
  - 2. Existing minimum weekly contribution **currently \$571.00/week**
  - 3. Existing maximum weekly contribution

G. I acknowledge that the above amount(s) may be changed by the local AAMCO Dealers Advertising Pool according to its standard procedure and I agree to be bound by any such change(s).

H. To secure my responsibility to make the necessary payments for an initial period of two (2) years, I hereby agree to execute a Note, secured with the appropriate collateral, and including an acceleration clause for payment in the event of a default, to be paid on a monthly basis to enforce my financial responsibility under the terms of this Agreement. The Note is to be drawn under the appropriate requirements of my local jurisdiction and is to be made in favor of my AAMCO Dealers Advertising Pool. I acknowledge that the two-year period of the Note in no way affects my 15-year obligation under the Franchise Agreement in regard to all aspects of local advertising, including payment therefor. If requested to do so, I further agree to execute additional Notes payable to my local AAMCO Dealers Advertising Pool to secure the remaining years of my local advertising obligation.

I further agree to continue to participate in the local AAMCO Dealers Advertising Pool for the duration of my Franchise Agreement.

Date: January 27, 2000

  
Franchisee - Michael L. Schwartzwald

\_\_\_\_\_  
Franchisee

AAMCO DEALERS ADVERTISING POOL

By: \_\_\_\_\_  
Authorized Representative

INSTALLMENT NOTE

\$ 59,384.00  
(Total Amount of Note)

Dated: January 27, 2000

FOR VALUE RECEIVED, I (we) jointly and severally promise to pay to the order of The Chicago Area AAMCO (CHAAMCO) Dealers Advertising Pool Fifty-Nine Thousand Three Hundred Eighty-Four Dollars in 103 successive weekly installments of \$ 571.00 and a final installment of \$ 571.00, the first installment payable within seven (7) days after the opening of Franchisee's AAMCO Transmissions Center at 315 South Main Street, Wheaton, Illinois 60187.

The obligation of payment of the above installments when due shall cease as of the date that Franchisee ceased to be an AAMCO Transmissions franchisee and signs the necessary Termination of Franchise and other documents intended to terminate his AAMCO Franchise; provided however, that the termination of Franchisee's franchise shall not relieve him from any liability for payment of the above installments which may have become due and payable prior to said termination.

PROTEST WAIVED. On non-payment of any installment when due, all remaining installments shall at the option of the holder become immediately due and payable. I (we) agree to pay if this note is placed in the hands of an attorney for collection, a reasonable attorney's fee of 18 % of the amount due and owing on the defaulted note. And to secure the payment of said amount I (we) hereby authorize, irrevocably, the Prothonotary, Clerk of Court, or any Attorney of any Court of Record to appear for me (us) in such Court, term time, or vacation, at any time before or after maturity and confess a judgement without process in favor of any holder of this note, with or without the filing of an Averment of Declaration of Default, for such amount as may appear to be unpaid thereon, together with charges, costs and Attorney's fees, as above provided, and waive and release all errors which may intervene in any such proceedings and waive all right of appeal and consent to immediate execution upon such judgment nor shall any bill in equity be filed to interfere in any manner with the operation of such judgment, hereby ratifying and confirming all that said Attorney may do by virtue hereof, and waiving and releasing benefit of all appraisement, inquisition of real estate, hereby voluntarily condemning said real estate and authorizing the entry of such condemnation upon any writ issued, stay of execution and all rights under the exemption laws of any State, now in force, or hereafter to be passed.

Beal E. Chale  
Witness

Michael L. Schwartzwald (SEAL)  
Franchisee - Michael L. Schwartzwald

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Franchisee (SEAL)



---

**Office of General Counsel**

---

March 15, 2005

*Via Federal Express (Priority Delivery)*

Mr. Michael J. Schwartzwald  
c/o AAMCO Transmissions  
530 Roosevelt Road  
Glen Ellyn, IL 60137

RE: Notice of Termination of Franchise

Dear Mr. Schwartzwald:

As a result of ATI's investigation of the practices at your AAMCO center, ATI has determined that your business has failed to deal fairly and honestly with customers and has engaged in deceptive conduct. Pursuant to section 18.1(c) of your franchise agreement, your franchise to operate an AAMCO transmission repair center is hereby terminated. Pursuant to section 18.1(c), this notice of termination is effective immediately upon receipt.

ATI's investigation has revealed instances where your center has misled customers regarding the need for major services, has performed unnecessary services and charged for services that have not been performed. In shoppings conducted at your center, your center failed to correct external malfunctions induced in the vehicles and falsely advised customers that they had internal problems with their transmissions. Besides recommending and selling unnecessary services, your center misrepresented the parts replaced and sold to the customer as part of the service. It appears that you have been directly involved in some of these dealings with customers.

After obtaining authorization from one customer to disassemble the transmission, the customer authorized the repair and requested return of the damaged and replaced parts. At the conclusion of the repair, the customer was given parts that your center represented were from the customer's vehicle. It was later determined that the returned parts were not from the customer's vehicle.

Mr. Michael J. Schwartzwald  
March 15, 2005  
Page 2

Upon examining the vehicle that the center represented that it had repaired and the parts for which the customer had been charged, it was determined that the services and parts paid for by the customer had not been provided. Not only had the clutches, band and bushings not been replaced to comply with AAMCO rebuilding standards and provide the customer with an AAMCO reconditioned transmission as represented, other parts listed on the repair order as having been replaced were not. Although the repair order specifically represented, for instance, that a new drum and torque converter had been replaced during the repair, the customer received the same parts as had been in the vehicle when it was brought to the center for repair.

These acts of fraud and deception constitute violations of section 5.1, 5.2, 5.4, 20.1 and 20.2 of your franchise agreement.

In your franchise agreement you agreed to promote the reputation of the AAMCO name and the quality of the repairs associated with that name. In section 5.2 of the franchise agreement you agreed to deal fairly and honestly with each customer and to conduct your center in a manner that will not detract from or bring into disrepute the AAMCO name. Your failure to treat customers fairly and honestly in your center directly violates those obligations under your franchise agreement.

You were previously placed on notice that your center was failing to properly diagnose vehicles in the shop and yet since your receipt of that notice, your center has continued to violate its duties and obligations under the franchise agreement with regard to the proper handling of customers and servicing of their vehicles. ATI's investigation shows repeated instances of violations.

ATI does not waive other breaches of the Franchise Agreement not specifically addressed here.

As a result of the termination of your franchise, you are no longer an authorized AAMCO franchisee. You must comply with the procedures after termination as set forth in Section 19.1 of the Franchise Agreement, which requires that you:

1. Immediately and permanently discontinue the use of the mark "AAMCO" and all similar names or marks and any other designation tending to indicate that you are or were an authorized AAMCO franchisee;
2. Promptly surrender to ATI all signs, stationery, letterhead, forms, repair orders, printed matter and advertising material containing the mark

**B**

**A**



C

...by consumers, for consumers

RIP-OFF

Don't let them get away with  
Make sure they make the Rip-offa service of  
**badbusinessbureau.com****Report**.COM

RIP-OFF

Do-It-Yourself Guide



## Search Results

Criteria: **Aamco**, in All Reports:

242 Entries Found, Showing 1 - 15

## LEGEND:

Within last 7 days  
 More info from user  
 Rebuttal from company or devotee  
 Photos contained with the report.

Date	Title	State
1. 2/24/2005 10:45:52 PM 	<u>Aamco Transmission ripoff to consumers Shreveport Louisiana *Consumer Comment ..OH GREG...NOW YA DID IT.. MY REVERSE GEAR IS HISTORY ! I need a rebuild.</u>  Auto Repair Service: <b>aamco transmission Louisiana</b>	Author: shreveport, Louisiana
2. 2/9/2005 8:06:00 AM	<u>Aamco Transmission ripoff Rochester New York</u>  Auto Repair Service: <b>Aamco Transmisslon New York</b>	Author: Rochester, New York
3. 1/29/2005 12:38:34 AM 	<u>AAMCO TRANSMISSIONS RIPOFF FALSE DIAGNOSTIC + OVERCHARGE CENTEREACH New York *UPDATE ..Update</u>  Auto Repair Service: <b>AAMCO TRANSMISSIONS New York</b>	Author: FARMINGVILLE, New York
4. 1/27/2005 7:58:00 AM	<u>Aamco Transmission Ripoff damaged suspension rendered undriveable refuse responsibility obvious noise not revealed by mechanic Company covering up Overwhelming evidence of Aamco culpability Shrewsbury New Jersey</u>  Auto Repair Service: <b>Aamco Transmission New Jersey</b>	Author: Keansburg, New Jersey
5. 1/26/2005 1:04:00 PM	<u>AAMCO Tim Ferguson ripoff! Final bill exceeded estimate by over \$900.00! Harrisonburg Virginia</u>  Auto Repair Service: <b>AAMCO Virginia</b>	Author: Waynesboro, Virginia
6. 1/6/2005 7:03:12 PM 	<u>Aamco Quotes from other transmission shops even another aamco Hammond Louisiana *Consumer Suggestion ..Aamco offers \$355 off</u>  Auto Repair Service: <b>Aamco</b>	Author: New

	Louisiana	Orleans, Louisiana
7. 1/4/2005 10:25:56 PM <b>UPDATE</b>	<u>AAMCO Ripoff Weaseling out of warranty work Denver Colorado</u> <u>*UPDATE ..Update: Fabricated Accident</u> Auto Warrantee: <b>AAMCO</b> Colorado	Author: Denver, Colorado
8. 12/17/2004 11:26:14 PM <b>UPDATE</b>	<u>Final Score: AAMCO - zip, ME - about \$2000 ... Yeah! I Win, they loose! ..</u> <u>Don't let them screw you too!</u> Auto Repair Service: <b>AAMCO [Ron Feola]</b> Nevada	Author:
9. 12/14/2004 7:31:00 PM	<u>Aamco bait and switch Ripoff Hammond Louisiana</u> Auto Mechanics: <b>Aamco</b> Louisiana	Author: New Orleans, Louisiana
10. 12/6/2004 7:13:55 PM <b>REPOSTAL</b>	<u>AAMCO Ripoff Went Into Aamco With Transmission Problems Two Months After Those Snakes Touched My Car I Still Broke Down On Interstate 95 With Transmission Problems Baltimore Maryland</u> *Consumer Comment ..Not the Mechanics Auto Repair Service: <b>Aamco Transmissions</b> Maryland	Author: Baltimore, Maryland
11. 12/4/2004 7:43:00 PM	<u>AAMCO - CFJS BAR#AG222949 while working on my truck they broke the air cleaner assembly They refuse to accept responsibility for damage Merced California</u> Auto Repair Service: <b>AAMCO - CFJS</b> California	Author: Merced, California
12. 11/30/2004 2:12:10 PM <b>REPOSTAL</b>	<u>AAMCO Transmission ripoff Defective torque converter in new transmission. Indio California</u> *UPDATE EX-employee responds ..AAMco's of the dessert Auto Repair Service: <b>AAMCO Transmission</b> California	Author: Nampa, Idaho
13. 11/24/2004 12:14:32 AM <b>UPDATE</b> <b>REPOSTAL</b>	<u>AAMCO Stay away from ALL AAMCO Transmission Centers Ripoff Vienna Virginia</u> *UPDATE ..Got some results from AAMCO Auto Repair Service: <b>AAMCO</b> Virginia	Author: Annandale, Virginia
14. 11/22/2004 11:52:15 PM <b>REPOSTAL</b>	<u>Aamco Transmissions, Aka Waters Transmissions Inc. consumer fraud, overcharged for repairs and charged twice for warrenty, did not return old parts Amarillo Texas</u> *Consumer Comment ..OUT OF TOWNERZ~~~~LOOK OUT !!!! Auto Repair Service: <b>Aamco Transmissions - Waters Transmissions Inc.</b> Texas	Author: Palos Hills, Illinois
15. 11/21/2004 8:42:00 AM	<u>Aamco Frazier PA Taking advantage of stranded out of towner with transmission problems Frazier Pennsylvania</u> Auto Repair Service: <b>Aamco</b> Pennsylvania	Author: exton, Pennsylvania

LEGEND:

**NEW** Within last 7 days **UPDATE** More info from user **REBUTTAL** Rebuttal from company or devotee **PHOTOS** Photos contained with the report.

Showing page 1.

[Next Page >>](#)

Select a new page: 1 

Feel free to send us suggestions and comments to our [editorial staff](#).

Technical questions can be addressed to our [webmaster](#).

Best if viewed with Netscape 4, Internet Explorer 4, or AOL 4.0. Support for JavaScript is needed to submit and search for reports.

Having trouble searching or filing a report? It may be a browser problem. See our [FAQ](#) for help.

[Home](#) | [File](#) | [Update](#) | [Search](#) | [Pictures](#) | [Lawsuits\(Coming Soon\)](#) | [Revenge Guide](#) | [Privacy Policy](#)  
[Volunteers](#) | [Thank You!](#) | [Editorial](#) | [Donate](#) | [Link](#) | [FAQ](#) | [E-Mail Us](#) | [ED Magedson - Founder Rip-off Report.com](#)

...by consumers, for consumers

# RIP-OFF

Don't let them get away with  
Make sure they make the Rip-off

a service of **Report.com**  
badbusinessbureau.com

Home | About | Contact | Register

## RIP-OFF Do-It-Yourself Guide



### Search Results

**Criteria: Aamco, in All Reports:**  
242 Entries Found, Showing 16 - 30

**LEGEND:**

**NEW** Within last 7 days    **UPDATE** More info from user    **REBUTTAL** Rebuttal from company or devotee    **PHOTOS** Photos contained with the report.

Date	Title	State
16. 11/19/2004 7:49:00 PM	<u>AAMCO Transmissions ripoff Had 4 Times Of Taking it apart And still Not Repaired \$2691.00 And Need \$310.00 Will Pay If Head quarters Says To But Feel Not Right Saint Augustine Florida</u>  Auto Service Stations: <b>AAMCO Transmissions Florida</b>	Author: St Augustine, Florida
17. 11/18/2004 9:48:23 PM <b>REBUTTAL</b> <b>PHOTOS</b>	<u>AAMCO took my \$, didn't fix my car after 3 tries, put myself and my child in danger, left me without a car for 2+weeks and rubbed my nose in their warranty policy. ripoff! Sacramento California *Consumer Comment ..Hmmm?? Someone is not tellin the truth</u>  Auto Repair Service: <b>AAMCO California</b>	Author: Sacramento, California
18. 11/15/2004 4:08:00 PM	<u>AAMCO Transmissions Ripoff incompetent rude not their fault Oceanside California</u>  Auto Repair Service: <b>AAMCO California</b>	Author: Oceanside, California
19. 11/10/2004 4:19:00 PM	<u>Aamco Transmissions ripoff &amp; caused body damage to vehicle and told me to eat the cost towing and didn't care how I would get to work! Chicago Illinois</u>  Auto Repair Service: <b>Aamco Transmissions Illinois</b>	Author: chicago, Illinois
20. 11/8/2004 11:21:00 PM	<u>Aamco ripoff Repaired transmission lasted 1 year and 20 days a real rip off Yuma Arizona</u>  Auto Repair Service: <b>Aamco Arizona</b>	Author: Yuma, Arizona
21. 11/2/2004 7:44:40 PM	<u>AAMCO Transmission - Clark's AAMCO Transmissions - Z.F. RO Clark - Carl J. Lawrence - Tom ripoff, coercion, deceptive sales practices, high pressure scare</u>	

<p><b>UPDATE</b> <b>REBUTTAL</b></p>	<p><u>tactics, sexist, agist scam artists, crooks, thieves, liars, swindlers car held hostage Saint Petersburg Florida</u> *UPDATE ..I got me car back! BEST WISHES! First Time Customer, Last Time Customer!</p> <p>Auto Repair Service: <b>AAMCO Transmission -Clark's AAMCO Transmissions Z.F. - RO Clark - Carl J. Lawrence Florida</b></p> <p>Author: St. Petersburg, Florida</p>
<p>22. 10/26/2004 9:46:40 PM <b>REBUTTAL</b></p>	<p><u>Aamco Transmission ripoff deceptive company Saint Petersburg Florida</u> *Consumer Comment ..I am relieved to see that people are taking the initiative to take Aamco to court and seek justice.</p> <p>Auto Repair Service: <b>Aamco Transmissions Florida</b></p> <p>Author: Saint Petersburg, Florida</p>
<p>23. 10/26/2004 6:11:20 PM <b>REBUTTAL</b></p>	<p><u>AAMCO Transmission - Hialeah, Florida ..they really don't know how to fix my car, just give me my money back</u> *Consumer Advocate Suggestion *Consumer Comment ..To the infamous K</p> <p>Auto Repair Service: <b>AAMCO Transmission Florida</b></p> <p>Author:</p>
<p>24. 10/16/2004 10:58:22 PM <b>UPDATE</b> <b>REBUTTAL</b></p>	<p><u>Aamco ripoff and terrible work Brandon Florida</u> *UPDATE ..Revenge? bacame violent calling me names and cursing me up and down</p> <p>Auto Mechanics: <b>Aamco Florida</b></p> <p>Author: Tampa, Florida</p>
<p>25. 10/16/2004 7:12:23 PM <b>REBUTTAL</b></p>	<p><u>Jim Cosby @ Aamco Transmissions ripoff Sarasota Florida</u> *Consumer Comment ..UNKNOWN FIX</p> <p>Auto Repair Service: <b>Jim Cosby @ Aamco Transmissions Florida</b></p> <p>Author: Sarasota, Florida</p>
<p>26. 10/16/2004 7:05:01 PM <b>REBUTTAL</b></p>	<p><u>Aamco Transmissions ripoff dishonest fraudulent billing North Miami Beach Florida</u> *Consumer Comment ..Seeking to take legal action</p> <p>Auto Repair Service: <b>Aamco Transmissions Florida</b></p> <p>Author: Miami, Florida</p>
<p>27. 10/3/2004 7:05:14 PM <b>REBUTTAL</b></p>	<p><u>Aamco Transmissions Ripoff Substitute Used parts for Remanufactured High Pressure Sales Misdlead Customer Scarborough Ontario</u> *REBUTTAL Individual responds ..Final update and closure</p> <p>Auto Repair Service: <b>Aamco Transmissions Ontario</b></p> <p>Author: Hfx, Nova Scotia</p>
<p>28. 10/2/2004 6:01:00 PM</p>	<p><u>AAMCO NOT ALL AAMCO SHOPS ARE RIPOFF, I WAS ACTUALLY HELPED Albuquerque New Mexico</u></p> <p>Auto Repair Service: <b>AAMCO New Mexico</b></p> <p>Author: abq, New Mexico</p>
<p>29. 10/1/2004 9:35:33 PM <b>REBUTTAL</b></p>	<p><u>Aamco Transmissions ripoff sexist, racist, opportunist, liars, scam, money hungry. authorized a diagnostic. holding my car hostage. spend 2600 dollars to rebuild tranny. Lake City Georgia</u> *Consumer Comment ..Way-2-go Mike!</p> <p>Auto Repair Service: <b>Aamco Transmissions Georgia</b></p> <p>Author: Jonesboro, Georgia</p>
<p>30. 10/1/2004 12:21:00 PM</p>	<p><u>AAMCO Transmission ripoff bait and switch lied holding car ransom El Cajon California</u></p>

Auto Repair Service: **AAMCO Transmission**  
California

Author: San  
Diego, California

**LEGEND:**

**NEW** Within last 7 days   **UPDATE** More info from user   **REBUTTAL** Rebuttal from company or devotee   **PHOTO** Photos contained with the report.

Showing page 2.

[<< Previous Page](#)

[Next Page >>](#)

Select a new page:  

Feel free to send us suggestions  
and comments to our [editorial staff](#).

Technical questions can be  
addressed to our [webmaster](#).

Best if viewed with Netscape 4,  
Internet Explorer 4, or AOL 4.0.  
Support for JavaScript is needed to  
submit and search for reports.

Having trouble searching or filing a  
report? It may be a browser  
problem. See our [FAQ](#) for help

[Home](#) | [File](#) | [Update](#) | [Search](#) | [Pictures](#) | [Lawsuits\(Coming Soon\)](#) | [Revenge Guide](#) | [Privacy Policy](#)  
[Volunteers](#) | [Thank You!](#) | [Editorial](#) | [Donate](#) | [Link](#) | [FAQ](#) | [E-Mail Us](#) | [ED Magedson - Founder Rip-off Report.com](#)



...by consumers, for consumers

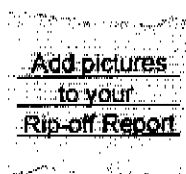
# RIP-OFF

Don't let them get away with  
Make sure they make the Rip-off

a service of **Report.com**  
badbusinessbureau.com

Home | How to Search | Register

## RIP-OFF Do-It-Yourself Guide






**Search Results**  
**Criteria: Aamco, in All Reports:**  
**242 Entries Found, Showing 31 - 45**

**LEGEND:**

**NEW** Within last 7 days    **UPDATE** More info from user    **REBUTTAL** Rebuttal from company or devotee    **PHOTO** Photos contained with the report.

Date	Title	State
31. 9/29/2004 11:34:47 PM <b>REBUTTAL</b>	Aamco ripoff Installed a new transmission a few wks. ago that is defective Randallstown Maryland *REBUTTAL Owner of company ..Transmission Done Right... This is evidenced by the horn that Mr. Gale wrote of in his letter  Auto Repair Service: Aamco Maryland	Author: Balto., Maryland
32. 9/25/2004 12:44:00 AM	Waynes AAmco Transmission misled screwed up and lied Scarborough Ontario Canada  Auto Repair Service: Waynes AAmco Transmission Ontario	Author: locust hill, Ontario
33. 9/2/2004 3:59:00 PM	Aamco Thank you ripoff report for saving us from using AAMCO! Nationwide  Auto Repair Service: Aamco Nationwide	Author: Santa Rosa, California
34. 8/29/2004 11:53:36 PM <b>REBUTTAL</b>	Aamco Transmissions Ripoff returned my car to me in an undrivable condtion twice Ruined the interior and charged my debit card 4 times Los Angeles California *Consumer Suggestion . The ford torazz. make a complaint to the B.A.R. OF THE STATE OF CALYFORYAH  Auto Repair Service: Aamco Transmissions California	Author: los angeles, California
35. 8/27/2004 3:04:00 AM	AAMCO VERY SUSPECT AND QUESTIONABLE GLEN BURNIE Maryland  Auto Repair Service: AAMCO Maryland	Author: sarasota, Florida
36. 8/19/2004 7:52:59 PM <b>UPDATE</b>	Aamco Transmission Bruce Of Aamco Customer Service, And His Supervisor Miriam Davis My car is being held hostage at Aamco Transmissions The company is out of business Frazier, Pennsylvania *UPDATE .I would have be better off if I drove my car off a cliff!	



	<b>Auto Repair Service: Aamco Transmission - Bruce And His Supervisor Miriam Pennsylvania</b>	<b>Author: Clifton Heights, Pennsylvania</b>
37. 8/18/2004 7:14:00 PM	<b>RKH, INC (AAMCO Transmission Franchisee) Rip-off \$2224.87 to fix reverse, they offer complete refund if I let them return car to original condition Trenton New Jersey</b>  <b>Auto Repair Service: RKH, INC (AAMCO Transmission Franchisee) New Jersey</b>	<b>Author: Ewing, New Jersey</b>
38. 8/8/2004 12:04:20 AM 	<b>AAMCO ripoff breach of warranty contract car not fixed Summerville South Carolina *UPDATE ..More Problems refused to fix my car, committed fraud, and now my air conditioner no longer works</b>  <b>Auto Repair Service: AAMCO South Carolina</b>	<b>Author: Charleston, South Carolina</b>
39. 7/22/2004 6:02:00 AM	<b>AAMCO Transmissions Hostage of the Clueless! Frazer Pennsylvania</b>  <b>Auto Repair Service: AAMCO Transmissions Pennsylvania</b>	<b>Author: downingtwn, Pennsylvania</b>
40. 7/8/2004 11:04:00 AM	<b>Aamco Transmissions ripoff Incompetent Work, Horrible Customer Service, Ripoff Warranty Des Plaines Illinois</b>  <b>Auto Repair Service: Aamco Transmissions Illinois</b>	<b>Author: Elk Grove Village, Illinois</b>
41. 7/4/2004 9:42:00 AM	<b>AAMCO TRANSMISSION ripoff WORKING ON MY VEHICLE WITHOUT AUTHORIZATION, HIDDEN FEES, IDIOTS TOOK CUSTOMERS CAR AND FILED FOR TITLE, NEED TO BE SUED BIG TIME OR SHUT DOWN JACKSONVILLE FLORIDA</b>  <b>Auto Dealer Repairs: AAMCO TRANSMISSION Nationwide</b>	<b>Author: JACKSONVILLE, Florida</b>
42. 6/25/2004 3:53:00 PM	<b>Aamco tried to charge me for a transmission rebuild when I only needed a waterpump. Rip-off! New Port Richey Florida</b>  <b>Auto Repair Service: Aamco Florida</b>	<b>Author: New Port Richey, Florida</b>
43. 6/24/2004 4:51:00 AM	<b>AAMCO ripoff dishonest shoddy work deceitful &amp; disreputable rip-off scam San Antonio Texas</b>  <b>Auto Repair Service: AAMCO Texas</b>	<b>Author: San Antonio, Texas</b>
44. 6/10/2004 1:06:00 AM 	<b>AAMCO TRANSMISSION ANDERSON S.C. STUPID RIP-OFF LIARS *Editor's Comment</b>  <b>Auto Repair Service: AAMCO TRANSMISSION ANDERSON S.C. South Carolina</b>	<b>Author: Pendleton, SC</b>
45. 6/3/2004 11:21:29 PM 	<b>Aamco Ripoff - Oercharging for transmission rebuild! ripoff Jacksonville Florida *REBUTTAL Owner of company ..Debbie, don't shoot the messenger!</b>  <b>Auto Mechanics: Aamco Florida</b>	<b>Author: Jacksonville, FL</b>

**LEGEND:**

**NEW** Within last 7 days **UPDATE** More info from user **REBUTTAL** Rebuttal from company or devotee **PHOTOS** Photos contained with the report.

Showing page 3.		
<a href="#">&lt;&lt; Previous Page</a>	Select a new page: 3	<a href="#">Next Page &gt;&gt;</a>

Feel free to send us suggestions and comments to our [editorial staff](#).

Technical questions can be addressed to our [webmaster](#).

Best if viewed with Netscape 4, Internet Explorer 4, or AOL 4.0. Support for JavaScript is needed to submit and search for reports.

Having trouble searching or filing a report? It may be a browser problem. See our [FAQ](#) for help.

[Home](#) | [File](#) | [Update](#) | [Search](#) | [Pictures](#) | [Lawsuits\(Coming Soon\)](#) | [Revenge Guide](#) | [Privacy Policy](#)  
[Volunteers](#) | [Thank You!](#) | [Editorial](#) | [Donate](#) | [Link](#) | [FAQ](#) | [E-Mail Us](#) | [ED Magedson - Founder Rip-off Report.com](#)



...by consumers, for consumers

**RIP-OFF**

Don't let them get away with it  
Make sure they make the Rip-off

a service of  
**badbusinessbureau.com**

**Report.com**

Home | Site Map | Search | Register

**RIP-OFF**

**Do-It-Yourself Guide**

Add pictures  
to your  
Rip-off Report

### Search Results









**Criteria: Aamco, in All Reports:**

**242 Entries Found, Showing 46 - 60**

#### LEGEND:

**NEW** Within last 7 days **UPDATE** More info from user **REBUTTAL** Rebuttal from company or devotee **PHOTOS** Photos contained with the report.

Date	Title	State
46. 5/24/2004 12:14:57 AM <b>UPDATE</b> <b>REBUTTAL</b>	<u>Mr. Transmission Fraudulent Claim for Unnecessary Services Ripoff Augusta Georgia</u> *UPDATE ..I did NOT order the incorrect unit. I ordered just the freaking transmission  Auto Repair Service: Mr. Transmission Georgia	Author: Harlem, Georgia
47. 5/17/2004 7:49:00 PM	<u>AAMCO TRANSMISSION ripoff manipulative coniving liars phony pattern of completing IDENTICAL work on all cars regardless of problem rope you in by estimating reasonable quote then SLAM you with astronomical fees!!!!</u> <u>SCARBOROUGH Ontario</u>  Auto Repair Service: AAMCO TRANSMISSION Ontario	Author: Tor, Ontario
48. 5/17/2004 10:20:00 AM	<u>Aamco Transmissions Harbor City ripoff on warrenty My car under warrenty transmission has been fixed 3 times but not permanate by this location Trans is out again owner won't call me back warrenty is almost up \$3000 problem Harbor City California</u>  Auto Warrantee: AAmco Transmissions Harbor City California	Author: los Angeles, California
49. 5/17/2004 9:59:00 AM <b>UPDATE</b>	<u>AAMCO Time's A Tickin And the Tranny's Still Slippin Chesapeake Virginia</u> *UPDATE ..Trying To Be Fair. Any Advice??  Auto Repair Service: AAMCO Virginia	Author: Chesapeake, Virginia
50. 5/9/2004 8:22:32 AM <b>REBUTTAL</b>	<u>AAMCO Transmission Service Service /Homes Financial Services Of Anderson Con Artist Ripoff pros Anderson South Carolina</u> *Consumer Comment ..The truth? a learning curve and you never stop learning  Auto Mechanics: AAMCO Transmission Service / Homes	Author: Anderson, South

	<b>Financial Services Of Anderson</b> South Carolina	Carolina
51. 5/6/2004 10:54:00 AM	<u>Aamco Transmissions RIPOFF! DISHONEST! FRAUDULENT! DANBURY Connecticut</u>  Auto Dealer Repairs: <b>Aamco Transmissions</b> Connecticut	Author: bethel, Connecticut
52. 4/26/2004 7:57:00 AM	<u>AAMCO Total fraudulent job repair Dayton Ohio</u>  Auto Repair Service: <b>AAMCO</b> Ohio	Author: Dayton, Ohio
53. 4/26/2004 2:04:31 AM 	<u>Aamco Transmissions ripoff, lying, customer fraud Toms River New Jersey</u> <u>*Consumer Suggestion ..Aamco - more like SCAamco!</u>  Auto Repair Service: <b>Aamco Transmissions</b> New Jersey	Author: forked river, New Mexico
54. 4/2/2004 10:15:00 PM  	<u>AAMCO Automatic Transmissions AA{You've Been Screwed}MCO Zanesville Ohio *UPDATE ..there is no positive feedback for AAMCO</u>  Auto Repair Service: <b>AAMCO</b> Ohio	Author: Nashport, Ohio
55. 3/25/2004 9:31:15 PM 	<u>AAMCO Transmission Service ripoff Has had car 11 days "this time" and counting, have missed 4 promised completion dates, 2nd visit for same problem Hemet California *Consumer Comment ..job is not job one</u>  Auto Repair Service: <b>AAMCO Transmission Service</b> California	Author: Thousand Oaks, California
56. 3/25/2004 8:42:00 AM	<u>Aamco Transmissions ripoff, lied, Incompetent, theft by deception, creating dangerous vehicle for family use Louisville Kentucky</u>  Auto Repair Service: <b>Aamco Transmissions</b> Kentucky	Author: Louisville, Kentucky
57. 3/18/2004 4:30:00 PM	<u>AAMCO - (All Automatics Must Come Out) Ripoff Ken &amp; Jennifer Lucas fraudulent billing practices Naples Florida</u>  Auto Repair Service: <b>AAMCO</b> Florida	Author: Cape Coral, Florida
58. 2/19/2004 10:37:54 PM 	<u>Aamco Transmission ripoff! Zanesville Ohio *Consumer Comment ..Reminds me of a deceptive trick I witnessed years ago.....</u>  Auto Repair Service: <b>Aamco Transmision</b> Ohio	Author: Clinton, Ohio
59. 2/10/2004 5:03:35 PM  	<u>AAMCO ripoff selling of transmissions that needed no repair Cathedral City California *UPDATE ..these guys threatened me with my families health</u>  Auto Repair Service: <b>AAMCO</b> California	Author: Middletown, Ohio
60. 2/9/2004 10:34:25 PM 	<u>AAMCO rip-off horror in New Jersey *UPDATE EX-employee responds ..under new ownership .. And? left to cover a certain amount of come backs</u>  Auto Repair Service: <b>AAMCO</b> New Jersey	Author: .. Arizona

LEGEND:

**NEW** Within last 7 days **UPDATE** More info from user **REBUTTAL** Rebuttal from company or devotee **PHOTOS** Photos contained with the report.

Showing page 4.	
<a href="#">&lt;&lt; Previous Page</a>	<a href="#">Next Page &gt;&gt;</a>
Select a new page: 4	

Feel free to send us suggestions and comments to our [editorial](#) staff.

Technical questions can be addressed to our [webmaster](#).

Best if viewed with Netscape 4, Internet Explorer 4, or AOL 4.0. Support for JavaScript is needed to submit and search for reports.

Having trouble searching or filing a report? It may be a browser problem. See our [FAQ](#) for help

[Home](#) | [File](#) | [Update](#) | [Search](#) | [Pictures](#) | [Lawsuits\(Coming Soon\)](#) | [Revenge Guide](#) | [Privacy Policy](#)  
[Volunteers](#) | [Thank You!](#) | [Editorial](#) | [Donate](#) | [Link](#) | [FAQ](#) | [E-Mail Us](#) | [ED Magedson - Founder Rip-off Report.com](#)

...by consumers, for consumers

RIP-OFF

Don't let them get away with  
Make sure they make the Rip-offa service of  
badbusinessbureau.com

Report.com

Home

File

Search

Register

RIP-OFF

Do-It-Yourself Guide

Add pictures  
to your  
Rip-off Report









## Search Results

Criteria: **Aamco**, in All Reports:  
242 Entries Found, Showing 61 - 75

## LEGEND:


**NEW** Within last 7 days    **UPDATE** More info from user    **REBUTTAL** Rebuttal from company or devotee    **PROMO** Photos contained with the report.

Date	Title	State
61. 1/26/2004 11:11:59 PM <b>REBUTTAL</b>	<u>aamco transmissions ripoff dishonest new orleans</u> Louisiana *Consumer Comment ..I had the same situation at this repair facility.  Auto Repair Service: aamco transmissions Louisiana	Author: new orleans, la.
62. 1/14/2004 9:16:00 AM	<u>AAMCO - SDJ Enterprises, Inc Fraudulant charges for repair that was never done</u> Denver Colorado  Auto Repair Service: AAMCO - SDJ Enterprises, Inc Colorado	Author: Chandler, Oklahoma
63. 12/8/2003 2:54:00 PM	<u>Aamco ripoff INSTALLS BAD TRANSMISSION!!</u> Reading Pennsylvania  Auto Repair Service: Aamco Pennsylvania	Author: NA, Pennsylvania
64. 11/3/2003 7:20:56 PM <b>REBUTTAL</b>	<u>Aamco Transmissions incompetence and disregard for customers</u> International Santa Barbara - San Diego *Consumer Comment ..POOR DIAGNOSIS AND NOT UNDERSTANDING THEORY  Auto Mechanics: Aamco Transmissions California	Author: San Diego, California
65. 10/17/2003 2:03:55 AM <b>UPDATE</b> <b>REBUTTAL</b>	<u>AAMCO TRANSMISSIONS AAMCO should change their name to NIGHTMARE! Roseville California</u> *UPDATE ..Victory in Small Claims Court Today!  Auto Repair Service: AAMCO California	Author: Sacramento, California
66. 10/8/2003 9:22:52 AM <b>REBUTTAL</b>	<u>Aamco Transmissions RIPOFF/NO ACKNOWLEDEMENT OF MISTAKE/LIARS/DO NOT KNOW WHAT THEY ARE DOING OR DID \$2800.00 LATER! Monroeville, Pittsburgh Pennsylvania</u> *UPDATE EX-employee responds ..Yes you got ripped off and the sad thing is they know it.	

	Auto Repair Service: <b>Aamco Transmissions</b> Pennsylvania	Author: Pittsburgh, Pennsylvania
67. 10/7/2003 5:10:00 PM	<b>AAMCO TRANSMISSION ripoff Mississauga Ontario</b> Auto Repair Service: <b>AAMCO TRANSMISSION</b> Ontario	Author: mississauga, Ontario
68. 9/20/2003 2:58:00 PM	<b>Aamco Gas Station ripoff Bad Gas! Largo Florida</b> Auto Service Stations: <b>Aamco Gas Station</b> Florida	Author: Largo, Florida
69. 9/19/2003 3:45:00 PM	<b>AAMCO ripoff Frauds, Didn't fix my transmission and let the brake fluid out of my brakes to cause a wreck! Concerned about blatant threat to my public safety. Jackson Mississippi and Tempe and Flagstaff Arizona</b> Auto Repair Service: <b>AAMCO</b> Mississippi Arizona	Author: Birmingham, Alabama
70. 9/11/2003 11:56:52 PM 	<b>AAMCO TRANSMISSIONS ripped us off rebuilding the transmission car still does not work Marietta Georgia *Consumer Comment ..a pit bull with determination</b> Auto Repair Service: <b>AAMCO TRANSMISSIONS</b> Georgia	Author: Canton, Georgia
71. 9/11/2003 9:37:38 PM 	<b>AAMCO Transmission Norristown Paul Boden Owner Bad check writer, steals money from employees, lies about insurance coverage, cancels insurance leaving employees with the bills, outright liar!!! Exton Pennsylvania *Consumer Comment ..THE CHECKZ IN DA MALE</b> Employers: <b>AAMCO Transmission Norristown - Paul Boden Owner</b> Pennsylvania	Author: Perkiomenville, Pennsylvania
72. 9/5/2003 12:06:00 AM 	<b>AAMCO stole my money and broke my car ripoff El Cajon California *Consumer Comment ..DON'T!!!! go back for your own safety!!!</b> Auto Repair Service: <b>AAMCO</b> California	Author: Lakeside, California
73. 8/24/2003 11:56:22 PM 	<b>Aamco Transmissions ripoff- incapable auto techs, deceptive-buys defective parts- bad warranties-tell lies Gardena California *Consumer Comment ..FAST SERVICE !!!!</b> Auto Repair Service: <b>Aamco Transmissions</b> California	Author: La, ca
74. 8/23/2003 1:40:10 AM  	<b>I OWNED AN AAMCO TRANSMISSIONS FRANCHISE ..THE FACTS AND FICTION *Rebuttals</b> Auto Repair Service: <b>AAMCO</b> Texas	Author: ., Arizona
75. 8/21/2003 11:44:02 PM  	<b>AAMCO, NOT independently operated, Look inside this report. The trick. Aamcos Ding-A-Ling school *REBUTTAL</b> Auto Repair Service: <b>Aamco Transmissions</b> Nationwide	Author:

**LEGEND:**

**NEW** Within last 7 days **UPDATED** More info from user **REBUTTAL** Rebuttal from company or devotee **PHOTOS** Photos contained with the report.

Showing page 5.	
<a href="#">&lt;&lt; Previous Page</a>	<a href="#">Next Page &gt;&gt;</a>
Select a new page: <input type="text" value="5"/> 	

Feel free to send us suggestions and comments to our [editorial](#) staff.

Technical questions can be addressed to our [webmaster](#).

Best if viewed with Netscape 4, Internet Explorer 4, or AOL 4.0. Support for JavaScript is needed to submit and search for reports.

Having trouble searching or filing a report? It may be a browser problem. See our [FAQ](#) for help

[Home](#) | [File](#) | [Update](#) | [Search](#) | [Pictures](#) | [Lawsuits\(Coming Soon\)](#) | [Revenge Guide](#) | [Privacy Policy](#)  
[Volunteers](#) | [Thank You!](#) | [Editorial](#) | [Donate](#) | [Link](#) | [FAQ](#) | [E-Mail Us](#) | [ED Magedson - Founder Rip-off Report.com](#)





...by consumers, for consumers

RIP-OFF

Don't let them get away with  
Make sure they make the Rip-offa service of  
badbusinessbureau.com

Report.COM

Home Find Search Register

RIP-OFF

Do-It-Yourself Guide

Add pictures  
to your  
Rip-off Report

## Search Results







Criteria: Aamco, in All Reports:

242 Entries Found, Showing 76 - 90

## LEGEND:

**NEW** Within last 7 days    **UPDATE** More info from user    **REBUTTAL** Rebuttal from company or devotee    **PHOTOS** Photos contained with the report.

Date	Title	State
76. 8/20/2003 11:29:59 PM <b>REBUTTAL</b>	<u>AAMCO Transmission ripoff the business that doesn't give a dam</u> Birmingham Alabama * <u>UPDATE EX-employee responds ..to fix remove and replace the salesman and shop owner because they must not care</u> Auto Repair Service: AAMCO Transmission Alabama	Author: Pinson, AL
77. 8/19/2003 2:12:27 AM <b>REBUTTAL</b>	<u>Aamco transmissions ..what a bunch of stupid morons</u> *Consumer Comment ..Got ripped off by AMMCO too ...spent over \$4k Auto Repair Service: AAMCO TRANSMISSION California	Author: palm desert, ca.
78. 7/31/2003 10:36:05 PM <b>REBUTTAL</b>	<u>AAMCO TRANSMISSIONS ripoff &amp; Liars They don't know how to fix our car and won't even return our phone calls. Mechanicsburg Pennsylvania</u> *Consumer Comment ..no fix Auto Repair Service: AAMCO TRANSMISSIONS Pennsylvania	Author: Marysville, Pennsylvania
79. 7/28/2003 10:18:38 PM <b>REBUTTAL</b>	<u>Aamco Transmission AKA Fanan II #3803 ripoff consumer fraud ripoff Within 10 miles the car would not go over 25 miles per hour. St. Marys Georgia</u> *Consumer Comment ..EXHAUSTED Auto Repair Service: Aamco Transmission Georgia	Author: St. Marys, Georgia
80. 7/27/2003 9:14:46 PM <b>UPDATE</b> <b>REBUTTAL</b>	<u>AAMCO Transmissions "Rebuilt transmission first time, failed 5 hrs 250 miles later, rebuilt again in Summerville, S.C. back in shop Atlantic Blvd. Jacksonville Florida</u> * <u>UPDATE ..do it right the first time</u> Auto Service Stations: AAMCO Transmissions Florida	Author: Jacksonville, FL
81. 7/18/2003	<u>Aamco Lee Jamison Incompetent liars who are incapable of transmission repairs</u>	

8:13:05 AM	<u>and then try to rip the customer off even more the business that doesn't give a dam Summerville South Carolina</u> Auto Repair Service: <b>Aamco</b> South Carolina	Author: Live Oak, Florida
82. 7/11/2003 11:12:12 PM	<u>Aamco Transmissions consumer fraud forgery ripoff Philadelphia Pennsylvania</u> <u>*Consumer Comment ..unauthorized signature</u>  Corrupt Companies: <b>AAMCO</b> Pennsylvania	Author: Philadelphia, Pennsylvania
83. 7/8/2003 10:36:20 PM	<u>Cottman Transmission HWNC, 2322 ripoff swindlers, false promises, false advertisement Houston Texas</u> <u>*Consumer Comment ..TO THE SLY FOX</u>  Auto Repair Service: <b>Cottman Transmission - HWNC, 2322</b> Texas	Author: Houston, Texas
84. 6/25/2003 7:32:26 PM	<u>AAMCO TRANSMISSIONS ripoff Florida USA</u> Auto Repair Service: <b>AAMCO</b> Florida	Author: JACKSONVILLE, Florida
85. 6/25/2003 5:02:37 PM	<u>AAMCO abused &amp; mistreated and ripoff deception Plant City Florida</u> Auto Repair Service: <b>AAMCO</b> Florida	Author: Coral Springs, Florida
86. 6/23/2003 9:32:41 PM	<u>Aamco Transmissions ripoff consumer fraud ripoff Augusta Georgia</u> Auto Mechanics: <b>Aamco Transmissions</b> Georgia	Author: Madison, Georgia
87. 6/23/2003 11:30:54 AM	<u>AAMCO ripoff a tranny shop that has trouble fixing trannys Crystal Lake Illinois</u> Auto Repair Service: <b>AAMCO Crystal Lake Ill</b> Illinois	Author: Union, Illinois
88. 6/20/2003 12:07:10 AM	<u>Aamco Transmission - Bush Holdings - LLC D/B/A ripoff on transmission service and shoddy repair work! Gretna Louisiana</u> <u>*UPDATE ..I would strongly urge all of you NOT to use AAMCO because even the Corporate office doesn't care</u>   Auto Repair Service: <b>Aamco Transmission</b> Louisiana	Author: Harvey, Louisiana
89. 6/11/2003 10:24:15 PM	<u>AAMCO Transmissions ripoff Surely misled, and surely deceptive in the original diagnosis Shrewsbury Massachusetts</u> <u>*Consumer Comment ..AAMCO= ALL AUTOMATICZ MUST COME OUT!!!!</u>  Auto Repair Service: <b>AAMCO Transmissions</b> Massachusetts	Author: shrewsbury, Massachusetts
90. 6/3/2003 10:20:40 PM	<u>AAMCO (VARIOUS LOCATIONS) CANCELLED WARRANTY EXTENSION OPPORTUNITY WITHOUT NOTICE false promises LYNCHBURG NEW CASTLE VIRGINIA BEACH Delaware, Virginia</u> <u>*Consumer Comment ..YOU COULD OF GOT TE BEST DEAL FOR LESS!!</u>  Auto Repair Service: <b>AAMCO (VARIOUS LOCATIONS)</b> Delaware, Virginia	Author: virginia beach, va.

**LEGEND:**

 Within last 7 days  More info from user  Rebuttal from company or devotee  Photos contained with the report.

Showing page 6.

[<< Previous Page](#)

[Next Page >>](#)

Select a new page:

Feel free to send us suggestions  
and comments to our [editorial staff](#).

Technical questions can be  
addressed to our [webmaster](#).

Best if viewed with Netscape 4,  
Internet Explorer 4, or AOL 4.0.  
Support for JavaScript is needed to  
submit and search for reports.

Having trouble searching or filling a  
report? It may be a browser  
problem. See our [FAQ](#) for help

[Home](#) | [File](#) | [Update](#) | [Search](#) | [Pictures](#) | [Lawsuits\(Coming Soon\)](#) | [Revenge Guide](#) | [Privacy Policy](#)  
[Volunteers](#) | [Thank You!](#) | [Editorial](#) | [Donate](#) | [Link](#) | [FAQ](#) | [E-Mail Us](#) | [ED Magedson - Founder](#) | [Rip-off Report.com](#)



...by consumers, for consumers

**RIP-OFF**

Don't let them get away with  
Make sure they make the Rip-off

a service of  
**badbusinessbureau.com**

**Report.com**

**RIP-OFF**  
**Do-It-Yourself Guide**

Add pictures  
to your  
Rip-off Report

### Search Results

**Criteria: Aamco, in All Reports:**

**242 Entries Found, Showing 91 - 105**

#### LEGEND:

**NEW** Within last 7 days **UPDATE** More info from user **REBUTTAL** Rebuttal from company or devotee **PHOTOS** Photos contained with the report.

Date	Title	State
91. 6/3/2003 9:54:24 PM <b>UPDATE</b> <b>REBUTTAL</b>	<u>Aamco Transmission ripoff overpriced shoddy repair consumer fraud ripoff Bronx New York *UPDATE ..Got a call From Howard today that the car was ready to be picked up</u>  Auto Repair Service: <b>Aamco Transmission New York</b>	Author: New York, New York
92. 5/29/2003 9:55:57 PM <b>REBUTTAL</b>	<u>AAMCO Transmissions paid for AAMCO to break my vehicle never authorized them to work on it the business that doesn't give a dam Waldorf Maryland *Consumer Comment ..Yeah, sure...just screw 'em good.....</u>  Auto Mechanics: <b>AAMCO Transmissions Maryland</b>	Author: Uppermarlboro, md
93. 5/26/2003 11:43:03 PM <b>REBUTTAL</b>	<u>Aamco Transmissions ripoff, contract fraud, dishonest business, ripoff business from hell cheated employees and screwed the customers even more ripoff business from hell Fairfield California *Consumer Comment ..SECOND THOUGHTS</u>  Auto Repair Service: <b>Aamco Transmissions California</b>	Author: Suisun, California
94. 5/24/2003 11:07:30 PM <b>REBUTTAL</b>	<u>Aamco Transmission - Lots of hassle they blow me off ripoff business I feel abused &amp; mistreated Wheaton Illinois *Consumer Comment ..CLUTCH YOUR WALLET!!!!</u>  Auto Repair Service: <b>Aamco - Wheaton Illinois</b>	Author: wheaton, Illinois
95. 5/22/2003 11:13:32 PM <b>REBUTTAL</b>	<u>Aamco ripoff Midlothian Virginia *Consumer Comment ..FULL REFUND IS DUE!!!!</u>  Auto Repair Service: <b>Aamco Virginia</b>	Author: chesterfield, Virginia

96. 5/22/2003 10:53:06 PM <b>REBUTTAL</b>	<u>AAMCO TRANSMISSIONS SCHAUMBURG SHODDIEST WORK EVER! cut into the frame and didn't weld it back ripoff dangerous fraud business SCHAUMBURG Illinois *Consumer Comment .AAMCO HAS ALL THE LIABILITY</u>  Auto Repair Service: <b>AAMCO TRANSMISSIONS</b> Illinois	Author: ELGIN, Illinois
97. 5/16/2003 11:24:34 PM <b>UPDATE</b> <b>REBUTTAL</b>	<u>AAMCO Russ Dizio AAMCO ripoff on transmission and over the limit time to work on it Tampa Florida *UPDATE .AAMCO Ray Boyd Tampa FL</u>  Auto Repair Service: <b>AAMCO Russ Dizio</b> Florida	Author: Tampa, Florida
98. 5/15/2003 12:03:47 AM <b>UPDATE</b> <b>REBUTTAL</b>	<u>AAMCO TRANSMISSION INTERNATIONAL RIP-OFF St. Mary's Georgia *UPDATE .To Mr. Joe</u>  Auto Mechanics: <b>AAMCO TRANSMISSION INTERNATIONAL</b> Pennsylvania	Author: Savannah, Georgia
99. 5/13/2003 10:43:21 PM <b>REBUTTAL</b>	<u>AAMCO ripoff dishonest and it takes 3 weeks to fix a transmission LANCASTER Pennsylvania *Consumer Comment .i think they gave you the run around</u>  Auto Repair Service: <b>AAMCO</b> Pennsylvania	Author: ELIZABETHTOWN, Pennsylvania
100. 5/13/2003 10:39:45 PM <b>REBUTTAL</b>	<u>Aamco rip-off Yuma Arizona *Consumer Comment ..TO JAMES THE TECHNICIAN</u>  Auto Repair Service: <b>Aamco</b> Arizona	Author: NEWPORT, Oregon
101. 5/11/2003 11:19:54 PM <b>REBUTTAL</b>	<u>Aamco Transmission ripoff Bruce-manager liar \$3000 on a rebuilt Aamco Transmission never fixed correctly. Been worked on 7 times in 5 months. ripoff con-artists took us for all we had stuck for holiday Spokane Washington *Consumer Comment ..TO RICHARD AN BRUCE</u>  Auto Repair Service: <b>Aamco Transmission - Bruce-manager</b> Washington	Author: Spokane, Washington
102. 5/11/2003 1:00:29 PM <b>REBUTTAL</b>	<u>AAMCO Transmission, Ben rip-off Waco Texas *Consumer Comment ..SHORT WARRANTY~~SHORTER PERFORMANCE</u>  Auto Repair Service: <b>AAMCO Transmission</b> Texas	Author: waco, Texas
103. 4/30/2003 9:16:36 PM <b>REBUTTAL</b>	<u>AAMCO Transmission false promises, the business that doesn't give a dam, no customer care Libertyville Illinois *Consumer Comment ..BURNING CATALITIC CONVERTER MADD</u>  Auto Repair Service: <b>AAMCO Transmission</b> Illinois	Author: Gurnee, Illinois
104. 4/27/2003 11:40:49 PM <b>REBUTTAL</b>	<u>Aamco Transmissions THESE CROOKS WILL BE COOKED *UPDATE *REBUTTAL Owner: AAMCO did as instructed *Consumer Comment ..AAMCO IN WALDORF ISN'T GOOD AT ALL!!</u>  Auto Repair Service: <b>Aamco Transmissions</b> Maryland	Author: SUITLAND, MD

105. 4/23/2003  
11:12:29 AM

**REBUTTAL**

AAMCO Transmissions ripoff thieves using them to fix my transmission has left me with no car and no money! Lisle Illinois \*Consumer Comment ..no car blues!!!! common problem with these shops

*Auto Mechanics: AAMCO Transmissions  
Illinois*

**Author:** Naperville, Illinois

**LEGEND:**

**NEW** Within last 7 days **UPDATE** More info from user **REBUTTAL** Rebuttal from company or devotee **PHOTOS** Photos contained with the report.

Showing page 7.

[<< Previous Page](#)

[Next Page >>](#)

Select a new page: **7**

Feel free to send us suggestions and comments to our [editorial staff](#).

Technical questions can be addressed to our [webmaster](#).

Best if viewed with Netscape 4, Internet Explorer 4, or AOL 4.0. Support for JavaScript is needed to submit and search for reports.

Having trouble searching or filing a report? It may be a browser problem. See our [FAQ](#) for help

[Home](#) | [File](#) | [Update](#) | [Search](#) | [Pictures](#) | [Lawsuits\(Coming Soon\)](#) | [Revenge Guide](#) | [Privacy Policy](#)  
[Volunteers](#) | [Thank You!](#) | [Editorial](#) | [Donate](#) | [Link](#) | [FAQ](#) | [E-Mail Us](#) | [ED Magedson - Founder Rip-off Report.com](#)

...by consumers, for consumers

# RIP-OFF

Don't let them get away with  
Make sure they make the Rip-off

a service of **report.com**  
badbusinessbureau.com

Home | File | Search | Register

## RIP-OFF Do-It-Yourself Guide



**Search Results**  
**Criteria: Aamco, in All Reports:**  
**242 Entries Found, Showing 106 - 120**

**LEGEND:**

**NEW** Within last 7 days    **UPDATE** More info from user    **REBUTTAL** Rebuttal from company or devotee    **PHOTOS** Photos contained with the report.

Date	Title	State
106. 4/19/2003 11:37:59 PM <b>UPDATE</b> <b>REBUTTAL</b>	<u>Stay away from Aamco Transmission! *UPDATE ..Aamco Transmissions dba Dynamic Transmissions, Inc. - Issue Resolved</u>  Auto Repair Service: <b>Aamco Transmissions dba Dynamic Transmissions, Inc.</b> Illinois	Author: West Chicago, IL
107. 4/15/2003 3:44:38 PM	<u>AAMCO, Jackson, Tempe, AZ, Flagstaff, AZ Didn't fix my transmission and let the brake fluid out of my brakes to cause a wreck! Jackson, Mississippi Tempe, Flagstaff, Mississippi, Arizona</u>  Auto Repair Service: <b>AAMCO</b> Mississippi	Author: Birmingham, Alabama
108. 4/8/2003 1:58:06 PM	<u>AAMCO ripoff dishonest ripoffs Olathe Kansas</u>  Auto Mechanics: <b>AAMCO</b> Kansas	Author: Olathe, Kansas
109. 3/29/2003 2:04:08 AM <b>UPDATE</b>	<u>Aamco Transmission Rip Off Failure To Repair Replace Warranty Parts consumer deception New Brunswick New Jersey *UPDATE ..I was finally reimbursed by the owner of AAMCO TRANSMISSIONS</u>  Auto Repair Service: <b>Aamco Transmission</b> New Jersey	Author: Princeton, New Jersey
110. 3/26/2003 11:17:55 AM	<u>AAMCO Transmission Fails And Fails To Resolve Transmission Problems abused &amp; mistreated my car and my trust St. Petersburg Florida</u>  Auto Repair Service: <b>AAMCO Transmission</b> Florida	Author: Clearwater, Florida
111. 3/20/2003 3:46:26 PM	<u>AAMCO MARK KOSTELNY RIP-OFF LISLE ILLINOIS</u>  Auto Repair Service: <b>AAMCO MARK KOSTELNY</b> Illinois	Author: ROCKFORD, Illinois

112. 3/18/2003 7:17:58 PM	<u>Aamco Transmission ripoff they say 3 days expect 9 days Midlotian Virginia</u>  Auto Mechanics: <b>Aamco Transmission</b> Virginia	Author: richmond, Virginia
113. 3/14/2003 8:39:13 AM	<u>AAMCO ripoff mistreated and ripped off support a local tranny specialist who's reputation, AND LIVELY HOOD is on the line, rather than a big corporation who really doesn't care. Greeley Colorado</u>  Auto Mechanics: <b>AAMCO</b> Colorado	Author: FT. COLLINS, Colorado
114. 3/11/2003 1:55:41 AM <b>UPDATE</b>	<u>AAMCO Jerry &amp; Jason, Father &amp; Son ripoff took more than once want the problems they caused fixed Plant City Florida *UPDATE ..Just heard from the AAMCO Customer Service in Pennsylvania.</u>  Auto Repair Service: <b>AAMCO - Jerry &amp; Jason, Father &amp; Son</b> Florida	Author: 33565, Florida
115. 3/3/2003 10:12:39 PM	<u>AAMCO ripoff, billed for unauthorized work, refusal for months to give car back uncooperative,unreasonable,billed me 795.00 for a diagnostic fee?</u> <u>ALBUQUERQUE New Mexico</u>  Auto Mechanics: <b>AAMCO</b> New Mexico	Author: PECOS, New Mexico
116. 2/18/2003 1:51:12 PM	<u>AAMCO Transmission Rip-off Admits to installing defective parts still won't cover charges to repair Fairview Hts. Illinois</u>  Auto Repair Service: <b>AAMCO</b> Illinois	Author: Colorado Springs, Colorado
117. 2/14/2003 3:07:11 PM	<u>Aamco rip-off Pearl River New York</u>  Auto Repair Service: <b>Aamco Pearl River NY</b> New York	Author: Thiells, New York
118. 2/13/2003 2:37:43 PM	<u>AAMCO BIGGEST BUNCH OF LIARS WHO RIPPED ME OFF NEARLY \$3000 SUMMERVILLE SOUTH CAROLINA</u>  Auto Repair Service: <b>AAMCO</b> South Carolina	Author: SUMMERVILLE, South Carolina
119. 2/4/2003 1:33:31 AM <b>UPDATE</b>	<u>Rosh Corporation (Aamco store #861) ripped off and scammed on transmission repair Arlington Texas *UPDATE ..One month later</u>  Auto Repair Service: <b>Rosh Corporation (Aamco store #861)</b> Texas	Author: Midland, Texas
120. 2/3/2003 11:26:34 AM	<u>Aamco Transmissions Poor Mechanical Skills rip-off Bakersfield California</u>  Auto Repair Service: <b>Aamco Transmissions</b> California	Author: Bakersfield, California

**LEGEND:**

**NEW** Within last 7 days    **UPDATE** More info from user    **REBUTTAL** Rebuttal from company or devotee    **PHOTOS** Photos contained with the report.

Showing page 8.

[<< Previous Page](#)

[Next Page >>](#)

Select a new page: 8



Feel free to send us suggestions  
and comments to our [editorial staff](#).

Technical questions can be  
addressed to our [webmaster](#).

Best if viewed with Netscape 4,  
Internet Explorer 4, or AOL 4.0.  
Support for JavaScript is needed to  
submit and search for reports.

Having trouble searching or filing a  
report? It may be a browser  
problem. See our [FAQ](#) for help

[Home](#) | [File](#) | [Update](#) | [Search](#) | [Pictures](#) | [Lawsuits\(Coming Soon\)](#) | [Revenge Guide](#) | [Privacy Policy](#)  
[Volunteers](#) | [Thank You!](#) | [Editorial](#) | [Donate](#) | [Link](#) | [FAQ](#) | [E-Mail Us](#) | [ED Magedson - Founder Rip-off](#)  
[Report.com](#)

...by consumers, for consumers

**RIP-OFF**

Don't let them get away with  
Make sure they make the Rip-off

a service of  
[badbusinessbureau.com](http://badbusinessbureau.com)

**Report.COM**

Home Files Search Register

**RIP-OFF**

**Do-It-Yourself Guide**

Add pictures  
to your  
Rip-off Report

### Search Results

**Criteria: Aamco, in All Reports:**

**242 Entries Found, Showing 121 - 135**

#### LEGEND:

**REPLY** Within last 7 days   **UPDATE** More info from user   **REBUTTAL** Rebuttal from company or devotee   **PHOTOS** Photos contained with the report.

Date	Title	State
121. 2/1/2003 11:49:35 AM	<u>AAMCO Transmissions rip-off 10,000 miles 1 year 20days for \$2128 will not fix San Antonio Texas</u>  Auto Repair Service: <b>AAMCO Transmissions Texas</b>	Author: San Antonio, Texas
122. 1/30/2003 10:53:04 AM <b>REBUTTAL</b>	<u>Aamco \$660 to get an estimate Hollywood Florida *Consumer Comment ..We're having problems with that very same location.</u>  Auto Repair Service: <b>Aamco Florida</b>	Author: Pembroke Pines, FL
123. 1/20/2003 10:21:54 AM	<u>Aamco Transmissions Rip Off Failure To Repair Replace Warranty Parts And Deception ripoff business New Brunswick New Jersey</u>  Auto Repair Service: <b>Aamco Transmission New Jersey</b>	Author: Princeton, New Jersey
124. 1/15/2003 1:11:33 PM	<u>AAMCO Florida rip-off dishonest fraudulent victimized us Apopka Florida</u>  Auto Mechanics: <b>AAMCO Florida</b>	Author: Tempe, Arizona
125. 1/9/2003 10:20:42 AM	<u>AAMCO Freeport NY Branch Paid over 3000 my car, still not repaired car visited AAMCO shop over 7 times to have transmission repaired NY New York</u>  Auto Repair Service: <b>AAMCO Freeport NY Branch New York</b>	Author: New York, New York
126. 1/3/2003 5:39:10 PM	<u>Aamco Transmission rip-off Anderson South Carolina</u>  Auto Repair Service: <b>Aamco Transmission South Carolina</b>	Author: Simpsonville, South Carolina
127. 12/19/2002 6:13:33 PM	<u>Aamco Transmissions deceptive ripoff fraud business Springfield Oregon</u>  Auto Repair Service: <b>AAMCO TRANSMISSIONS</b>	Author: mapleton, Oregon

	Oregon	
128. 12/8/2002 9:57:39 PM <b>UPDATE</b>	<u>Aamco Transmission ripoff Dishonest mechanics Fraudulent service New Orleans Louisiana *UPDATE</u> Auto Repair Service: <b>Aamco Transmissions Louisiana</b>	Author: new orleans, la.
129. 11/27/2002 11:42:17 AM	<u>Aamco Transmission ripoff mistreated it's the 4th time at shop worst than when I first brouht it in rip-off Santa Rosa California</u> Auto Repair Service: <b>Aamco Transmission California</b>	Author: healdsburg, ca
130. 11/7/2002 3:13:17 AM <b>UPDATE</b> <b>REBUTTAL</b>	<u>AAMCO, Shift Right ripoff Corrupt Company consumer fraud Woodbridge Virginia *Editor's Comment</u> Auto Repair Service: <b>AAMCO, Shift Right Virginia</b>	Author: lorton, va
131. 11/4/2002 2:07:35 AM <b>REBUTTAL</b>	<u>Aamco Transmissions of Alpha Ohio and Aamco Transmissions of Florence, AL dirty rip-off scam dirt bags Florence Alabama *Consumer Comment ..THERE IS A BOOK YOU SHOULD READ</u> Auto Repair Service: <b>Aamco Transmissions Alabama</b>	Author: Corinth, MS
132. 10/23/2002 1:30:58 AM <b>UPDATE</b> <b>REBUTTAL</b>	<u>Aamco Transmission repair rebuilt my transmission 13 months later had to have it rebuilt again! Portland Oregon *Editor's Comment</u> Auto Repair Service: <b>Aamco Transmisslon Repair Oregon</b>	Author: Portland, OR
133. 10/22/2002 7:17:23 AM	<u>AAMCO ripoff warranty joke Zanesville Ohio</u> Mechanics: <b>aamco Ohio</b>	Author: zanesville, oh
134. 10/11/2002 5:36:49 AM	<u>Aamco ripoff ruined transmission Dayton Ohio</u> Auto Repair Service: <b>Aamco Ohio</b>	Author: Greenville, Ohio
135. 9/19/2002 2:02:39 PM <b>UPDATE</b>	<u>AAMCO TRANSMISSIONS OF VISTA AAMCO RIPPED ME OFF! VISTA California *UPDATE ..money refunded after Rip-off Report filed, thank you!</u> Auto Repair Service: <b>AAMCO TRANSMISSIONS OF VISTA California</b>	Author: fallbrook, ca

**LEGEND:**

**NEW** Within last 7 days   **UPDATE** More info from user   **REBUTTAL** Rebuttal from company or devotee   **PHOTOS** Photos contained with the report.

Showing page 9.

[<< Previous Page](#)

[Next Page >>](#)

Select a new page: 9

Feel free to send us suggestions and comments to our editorial staff.

Technical questions can be addressed to our webmaster.

Best if viewed with Netscape 4, Internet Explorer 4, or AOL 4.0.

Having trouble searching or filling a report? It may be a browser

Support for JavaScript is needed to problem. See our FAQ for help submit and search for reports.

[Home](#) | [File](#) | [Update](#) | [Search](#) | [Pictures](#) | [Lawsuits\(Coming Soon\)](#) | [Revenge Guide](#) | [Privacy Policy](#)  
[Volunteers](#) | [Thank You!](#) | [Editorial](#) | [Donate](#) | [Link](#) | [FAQ](#) | [E-Mail Us](#) | [ED Magedson - Founder Rip-off Report.com](#)

...by consumers, for consumers

RIP-OFF

Don't let them get away with  
Make sure they make the Rip-offa service of  
badbusinessbureau.com

Report.COM

Home | Rip-off | Search | Register

RIP-OFF

Do-It-Yourself Guide

Add pictures  
to your  
Rip-off Report

## Search Results







Criteria: **Aamco**, in All Reports:

242 Entries Found, Showing 136 - 150

## LEGEND:

**NEW** Within last 7 days    **UPDATE** More info from user    **REBUTTAL** Rebuttal from company or devotee    **PHOTOS** Photos contained with the report.

Date	Title	State
136. 9/14/2002 10:18:00 PM	<u>AAMCO Transmissions David Berry ripoff unauthorized repairs not need price gouging threatening deceptive company New Braunfels Texas</u>  Auto Repair Service: <b>AAMCO - David Berry</b> Texas	Author: Canyon Lake, Tx
137. 9/13/2002 1:13:45 PM	<u>AAMCO ripoff dishonest bad work ruined car contaminated gas tank shorted out car computer installed used parts &amp; installed parts incorrectly Decatur Georgia</u>  Auto Repair Service: <b>AAMCO</b> Georgia	Author: Decatur, Ga
138. 9/10/2002  <b>UPDATE</b> <b>REBUTTAL</b>	<u>Aamco Transmissions Warranty Rip-off Gary Leibovitz, Eddie, James, Head Office (Angel) holing my car hostage for bogus charges! *UPDATE I did eventually get reimbursed after many calls</u>  Auto Dealer Repairs: <b>Aamco Transmissions Gary Leibovitz, Eddie, James, Head Office (Angel)</b> Ontario	Author: Mississauga, Ont
139. 8/29/2002  <b>UPDATE</b> <b>REBUTTAL</b>	<u>AAMCO transmission ripoff San Antonio Texas</u>  Auto Repair Service: <b>AAMCO</b> Texas	Author: san antonio, tx
140. 8/11/2002 6:45:30 AM <b>UPDATE</b>	<u>All Pro AutomotiveALL-PRO Auto Repair Transmission repair job sublet to AAMCO without my knowledge or consent. transmission failed after five hours Jacksonville Florida</u>  Auto Repair Service: <b>ALL-PRO Auto Repair - AAMCO</b> Transmssion Florida	Author: Jacksonville, FL
141. 7/26/2002	<u>AAMCO Transmissions / Perry Spears. These people and the business are a</u>	

9:36:00 PM	<b>JOKE Peoria Illinois</b> Auto Repair Service: <b>AAMCO Transmissions / Perry Spears</b> Illinois	Author: bartonville, IL
142. 7/26/2002 	<b>AAMCO, Webster, Texas Transmission Repair *UPDATE EX-employee responds ..have you honestly been ripped off?</b> Auto Repair Service: <b>AAMCO</b> Texas	Author: Dickinson, TX
143. 7/25/2002 	<b>AAMCO Transmissions victimized consumers Randallstown Maryland *REBUTTAL Owner of company ..Additional Information</b> Auto Repair Service: <b>AAMCO Transmissions</b> Maryland	Author: Baltimore, Md.
144. 7/23/2002 11:02:14 AM	<b>Aamco Transmissions charged me \$1800 &amp; my trans is still not fixed fraudulent ripoff business S. Attleboro Massachusetts</b> Auto Repair Service: <b>Aamco transmissions</b> Massachusetts	Author: n.dighton, ma
145. 7/5/2002 8:42:30 PM 	<b>Aamco Transmissions ripoff of a Saturn 18 months &amp; still going, Lakeland Florida</b> Auto Repair Service: <b>Aamco Transmissions</b> Florida	Author: Lakeland, FL
146. 7/1/2002 8:14:48 AM	<b>AAMCO Transmission Incompetency in Tacoma, Washington abused &amp; mistreated and ripped off Tacoma Washington</b> Auto Repair Service: <b>AAMCO Transmissions</b> Washington	Author: Tacoma, WA
147. 6/30/2002 	<b>AAMCO is a rip-off. Their warranty was put together by amature, inexperienced, idiotic, un-ethical attorneys. Boca Raton, Florida *REBUTTAL Owner of company ..OWNER / OPERATOR</b> Auto Mechanics: <b>AAMCO</b> Florida	Author: Boca Raton, Fl
148. 6/30/2002 	<b>AAMCO Transmissions Boca Raton Florida RIP OFF *Consumer Comment ..it's a sad state, this franchise IS crooked</b> Auto Repair Service: <b>AAMCO TRANSMISSIONS</b> Florida	Author: Boca Raton, FL
149. 6/28/2002 6:53:55 AM	<b>AAMCO Transmissions Fraudulant repairs, attempted fraud, Oceanside California</b> Auto Repair Service: <b>AAMCO Transmissions</b> California	Author: Oceanside, CA
150. 6/24/2002 	<b>AAMCO Rip-off - BUYER BEWARE *REBUTTAL *Consumer Comment ..Stay clear off AAMCO Rip Off artist!!</b> Auto Dealer Repairs: <b>AAMCO</b> New York	Author: Brooklyn, NY

**LEGEND:**

 Within last 7 days  More info from user  Rebuttal from company or devotee  Photos contained with the report.

Showing page 10.

[<< Previous Page](#)

[Next Page >>](#)

Select a new page: 10

Feel free to send us suggestions  
and comments to our [editorial staff](#).

Technical questions can be  
addressed to our [webmaster](#).

Best if viewed with Netscape 4,  
Internet Explorer 4, or AOL 4.0.  
Support for JavaScript is needed to  
submit and search for reports.

Having trouble searching or filing a  
report? It may be a browser  
problem. See our [FAQ](#) for help

[Home](#) | [File](#) | [Update](#) | [Search](#) | [Pictures](#) | [Lawsuits\(Coming Soon\)](#) | [Revenge Guide](#) | [Privacy Policy](#)  
[Volunteers](#) | [Thank You!](#) | [Editorial](#) | [Donate](#) | [Link](#) | [FAQ](#) | [E-Mail Us](#) | [ED Magedson - Founder Rip-off](#)  
[Report.com](#)

...by consumers, for consumers

**RIP-OFF**

Don't let them get away with  
Make sure they make the Rip-off

a service of  
**badbusinessbureau.com**

**Report.COM**

Home | About | Search | Register

**RIP-OFF**

**Do-It-Yourself Guide**

Add pictures  
to your  
Rip-off Report

### Search Results

**Criteria: Aamco, in All Reports:**


**242 Entries Found, Showing 151 - 165**

#### LEGEND:

**NEW** Within last 7 days   **UPDATE** More info from user   **REBUTTAL** Rebuttal from company or devotee   **PHOTOS** Photos contained with the report.

Date	Title	State
151. 6/19/2002 <b>UPDATE</b> <b>REBUTTAL</b>	<u>AAMCO Repairs wrong problem, charges \$1100.00 Instead of \$750.00</u> Auto Repair Service: <b>AAMCO owner: Bill McDermott</b> Illinois	Author: hanover park, il
152. 6/15/2002 8:33:49 AM	<u>Aamco transmission (Atlanta) ripoff transmission rebuilt when only a sensor was needed ripoff Atlanta Georgia</u> Auto Repair Service: <b>Aamco transmisslon (Atlanta)</b> Georgia	Author: norcross, ga
153. 6/10/2002 10:24:06 AM	<u>Aamco ripoff Longmont Colorado Ontario</u> Auto Repair Service: <b>Aamco</b> Colorado	Author: Longmont, CO
154. 5/22/2002 3:13:17 PM	<u>Aamco Transmissions ripoff Tomball Texas</u> Auto Repair Service: <b>Aamco Transmissions</b> Texas	Author: Tomball, Tx
155. 5/21/2002 <b>REBUTTAL</b>	<u>AAMCO getting it wrong the 6th time the business that doesn't give a dam SALISBURY Maryland *Consumer Comment ..poorly paid techs ..almost employee</u> Auto Repair Service: <b>AAMCO</b> Maryland	Author:
156. 5/15/2002 6:12:54 PM	<u>Aamco transmissions, a ripoff con-artist company that took us for all we had. Chicago, Illinois</u> Auto Repair Service: <b>aamco transmission</b> Illinois	Author: chicago, ill
157. 5/6/2002 5:51:42 AM	<u>AAMCO ripoff abused &amp; mistreated Atlanta Georgia</u> Auto Repair Service: <b>AAMCO</b>	Author: College Park, Ga



	Georgia	
158. 5/2/2002 4:46:35 AM	<u>AAMCO damaged my engine ripoff Vally Stream New York</u> Auto Repair Service: <b>AAMCO</b> New York	Author: long beach, NY
159. 4/29/2002 12:59:58 PM	<u>aamco ripoff these guys suck aamco is a ripoff san francisco California</u> Auto Mechanics: <b>aamco</b> California	Author: pacifica, ca
160. 4/24/2002 10:07:36 AM	<u>AAMCO Transmissions mistreated and ripped off Yorba Linda California</u> Auto Repair Service: <b>AAMCO Transmissions</b> California	Author: Anaheim Hills, CA
161. 4/24/2002 6:45:12 AM	<u>AAMCO TRANSMISSIONS ripoff-Deceptive sales talk They now want \$493 for me to get my car back. not repaired anything. ripoff deception Addison Texas</u> Auto Repair Service: <b>AAMCO TRANSMISSIONS</b> Texas	Author: Coppell, TX
162. 4/23/2002 	<u>AAMCO Transmission Rip-off South Florida Boca Raton consumer scam</u> <u>*Consumer Comment ..aamco in Vally Stream damaged my engine</u> Auto Mechanics: <b>aamco</b> florida	Author:
163. 4/12/2002 12:35:36 PM	<u>AAMCO Transmissions AAMCO Incompetent Transmission Repair RIP-OFFs Webster Texas</u> Auto Repair Service: <b>Michael Reed Owner AAMCO Transmissions</b> Texas	Author:
164. 3/25/2002	<u>AAMCO Transmissions/AKASuncoast Consultants ripoff - They didn't understand why I wouldn't let them get it wrong the forth time! Dunedin Florida</u> Auto Repair Service: <b>AAMCO Transmissions</b> Florida	Author: St. Petersburg, FL
165. 3/20/2002	<u>aamco transmissions unprofessional, and untimely, non-cummunicative with customer. screwed others too outlandish ripoff late fees false promises abused &amp; mistreated ripoff business from hell abused &amp; mistreated spokane Washington</u> Auto Mechanics: <b>aamco transmissions</b> Washington	Author:

**LEGEND:**

 Within last 7 days  More info from user  Rebuttal from company or devotee  Photos contained with the report.

Showing page 11.	
<a href="#">&lt;&lt; Previous Page</a>	<a href="#">Next Page &gt;&gt;</a>
Select a new page: <input type="text" value="11"/>	

Feel free to send us suggestions  
and comments to our [editorial staff](#).

Technical questions can be  
addressed to our [webmaster](#).

Best if viewed with Netscape 4,  
Internet Explorer 4, or AOL 4.0.  
Support for JavaScript is needed to  
submit and search for reports.

Having trouble searching or filing a  
report? It may be a browser  
problem. See our [FAQ](#) for help

[Home](#) | [File](#) | [Update](#) | [Search](#) | [Pictures](#) | [Lawsuits\(Coming Soon\)](#) | [Revenge Guide](#) | [Privacy Policy](#)  
[Volunteers](#) | [Thank You!](#) | [Editorial](#) | [Donate](#) | [Link](#) | [FAQ](#) | [E-Mail Us](#) | [ED Magedson - Founder Rip-off](#)  
[Report.com](#)



...by consumers, for consumers

**RIP-OFF**

Don't let them get away with  
Make sure they make the Rip-off

a service of  
**badbusinessbureau.com**

**Report.COM**

Home Rip Search Register

**RIP-OFF**

**Do-It-Yourself Guide**



### Search Results

**Criteria: Aamco, in All Reports:**

**242 Entries Found, Showing 166 - 180**

#### LEGEND:

**NEW** Within last 7 days **UPDATE** More info from user **REBUTAL** Rebuttal from company or devotee **PHOTOS** Photos contained with the report.

Date	Title	State
166. 3/17/2002	<u>AAMCO Transmission ripoff abused &amp; mistreated Schenectady New York</u> Auto Dealer Repairs: <b>AAMCO Transmission</b> New York	Author: Schenectady, NY
167. 3/12/2002	<u>AAMCO ripoff, delay of getting my jeep back after I told them I didn't want it repaired because of expensive repair false promises Pear River New York</u> Auto Repair Service: <b>AAMCO</b> New York	Author: Tappan, NY
168. 3/9/2002	<u>AAMCO, Kevin Braun, Customer Service Manager ripoff ripoff con-artists took us for all we had Fairview Heights Illinois</u> Auto Repair Service: <b>AAMCO, Kevin Braun, Customer Service Manager</b> Illinois	Author: Fairview Hts., IL
169. 3/6/2002 <b>REBUTAL</b>	<u>Pepboys &amp; AAMCO Transmissions both a consumer rip-off *Consumer Comment</u> Auto Repair Service: <b>Pep Boys - Brunswick &amp; AAMCO - Englishtown</b> New Jersey	Author: ., Arizona
170. 3/5/2002	<u>Another AAmco ripoff Story - Grab Your Money and Run! Chester Virginia</u> Auto Repair Service: <b>AAmco</b> Virginia	Author: Richmond, Virginia
171. 2/12/2002	<u>Aamco Transmission Spring, Texas Sucks!</u> Auto Repair Service: <b>Aamco Transmission</b> Texas	Author: Spring, TX
172. 2/11/2002	<u>AAMCO Rip-off idiots Valdosta Georgia</u>	

	<i>Auto Repair Service: AAMCO Georgia</i>	<b>Author:</b> Quitman, GA
173. 2/5/2002 <b>UPDATE</b>	<u>Ripoff Aamco in Jacksonville Florida *UPDATE Aamco makes good. Thank you Rip-off Report</u> <i>Auto Repair Service: Aamco Transmissions Florida</i>	<b>Author:</b> Redondo Beach, CA
174. 1/23/2002	<u>AAMCO Tramsmission ripoff the run around Annapolis Maryland</u> <i>Auto Mechanics: AAMCO Maryland</i>	<b>Author:</b> Arnold, MD
175. 1/11/2002 <b>REBUTTAL</b>	<u>Ripped off by AAMCO in Colorado Springs, CO How do they continue to get away with this? *UPDATE car fixed &amp; they picked up the bill</u> <i>Auto Mechanics: AAMCO Transmissions Colorado</i>	<b>Author:</b> Colorado Springs, CO
176. 1/9/2002 <b>UPDATE</b>	<u>AAMCO Transmissions Melbourne Florida rip-off *UPDATE employee ..once they have your car on the "hook" kiss your money good bye</u> <i>Auto Repair Service: AAMCO Transmissions Florida</i>	<b>Author:</b> .. Arizona
177. 1/8/2002	<u>AAMCO, Omaha Nebraska NO GO!! ripoffs don't stand behind their work!</u> <i>Auto Repair Service: AAMCO Nebraska</i>	<b>Author:</b> Bellevue, NE
178. 1/7/2002	<u>Ripped off by AAmco Transmissions crappy work, and abandoning customer Des Moines Iowa</u> <i>Auto Repair Service: AAMCO Transmision Wyoming, Iowa</i>	<b>Author:</b> Quartzsite, AZ
179. 1/3/2002	<u>AAMCO TRANSMISSIONS BADLY OVERCHARGES</u> <i>Auto Repair Service: AAMCO TRANSMISSIONS New Jersey</i>	<b>Author:</b> jersey city, nj
180. 1/1/2002	<u>Aamco Transmissions - Stop Calling Customer Service - Contact the Attorney General or Media. Please.</u> <i>Auto Repair Service: AAMCO TRANSMISSIONS Pennsylvania</i>	<b>Author:</b>

**LEGEND:**

**NEW** Within last 7 days    **UPDATE** More info from user    **REBUTTAL** Rebuttal from company or devotee    **PHOTOS** Photos contained with the report.

Showing page 12.	
<a href="#">&lt;&lt; Previous Page</a>	<a href="#">Next Page &gt;&gt;</a>
Select a new page: 12	

Feel free to send us suggestions and comments to our [editorial staff](#).

Technical questions can be addressed to our [webmaster](#).

Best if viewed with Netscape 4, Internet Explorer 4, or AOL 4.0. Support for JavaScript is needed to submit and search for reports.

Having trouble searching or filing a report? It may be a browser problem. See our [FAQ](#) for help

[Home](#) | [File](#) | [Update](#) | [Search](#) | [Pictures](#) | [Lawsuits\(Coming Soon\)](#) | [Revenge Guide](#) | [Privacy Policy](#)  
[Volunteers](#) | [Thank You!](#) | [Editorial](#) | [Donate](#) | [Link](#) | [FAQ](#) | [E-Mail Us](#) | [ED Magedson - Founder Rip-off Report.com](#)

...by consumers, for consumers

# RIP-OFF

Don't let them get away with  
Make sure they make the Rip-off

a service of **Report.com**  
badbusinessbureau.com

Home File Search Register

## RIP-OFF Do-It-Yourself Guide



### Search Results

**Criteria: Aamco, in All Reports:**  
242 Entries Found, Showing 181 - 195

**LEGEND:**

**NEW** Within last 7 days    **UPDATE** More info from user    **REBUTTAL** Rebuttal from company or devotee    **PHOTOS** Photos contained with the report

Date	Title	State
181. 12/29/2001	<u>AAMCO - The Grinch who RIPPED OFF Christmas</u> Auto Repair Service: <b>AAMCO &amp; Don Klassen</b> Manitoba	Author: Tourond, Manitoba
182. 12/25/2001	<u>Aamco Transmissions mistakes, poor workmanship consumer rip-off</u> Auto Dealer Repairs: <b>AAMCO Transmissions</b> California	Author: torrance, CA
183. 12/14/2001 <b>REBUTTAL</b>	<u>AAMCO Rip-Off Crooks - Richard Bailey AAmco Supervisor charged me \$2600 and did no work *REBUTTAL ..Customer satisfaction is very important</u> Auto Repair Service: <b>AAMCO /Richard Bailey</b> Maryland	Author:
184. 12/13/2001 <b>UPDATE</b>	<u>AAMCO SHELF LIFE OF A REMAN TRANNY RIP-OFF</u> Auto Repair Service: <b>AMMCO TRANSMISSION SHOPS</b> OHIO	Author: TROY, OH
185. 12/5/2001	<u>Aamco Transmission Rip off wanted \$400 just to look</u> Auto Repair Service: <b>Aamco</b> Texas	Author: Deer Park, TX
186. 12/3/2001 <b>UPDATE</b>	<u>AAMCO Transmission UNLIMITED MILES Warranty FRAUD</u> Auto Repair Service: <b>AAMCO TRANSMISSION &amp; Owner Rudy Sanchez</b> California	Author: Livermore, CA
187. 12/1/2001 <b>UPDATE</b> <b>REBUTTAL</b>	<u>AAMCO TRANSMISSION RIP OFF IN CALIFORNIA MARYLAND CONSUMERS BEWARE! Buttholes! Business Scam! *REBUTTAL</u> Auto Repair Service: <b>AAMCO....SOUTHERN MARYLAND</b> Maryland	Author:

188. 11/27/2001 <b>UPDATE</b>	<u>AAMCO Transmissions, Corpus Christi, TX ...gross misrepresentation of automotive repair services</u> Auto Repair Service: <b>AAMCO Texas</b>	Author: Portland, TX
189. 11/16/2001 <b>UPDATE</b>	<u>aamco talks but doesn't stand behind there warranty's.</u> Auto Repair Service: <b>AAMCO Louisiana</b>	Author: oxford, fl
190. 10/23/2001	<u>Aamco Transmissions dirty no good lying ripoff false advertising - BBB full of bull crap!</u> Auto Repair Service: <b>AAmco Transmissions &amp; the BBB Better Business Bureau Texas</b>	Author: ., Arizona
191. 10/21/2001	<u>aamco transmisson rip-off still broke after one year</u> Auto Repair Service: <b>aamco transmisson california</b>	Author: san francisco, ca
192. 9/25/2001	<u>AAMCO Transmisson Rip-off Repair. Consumer Relations a waste of time!</u> <u>*Need other victims!</u> Auto Repair Service: <b>AAMCO Transmisson Nationwide</b>	Author: Taylor, AZ
193. 9/2/2001	<u>AAMCO NEWS PAPER STORY RIP-OFF</u> Auto Repair Service: <b>AAMCO Mass</b>	Author: Amherst, MA
194. 8/28/2001 <b>UPDATE</b>	<u>Aamco Transmissions misdiagnosis cost me plenty \$ major ripoff</u> <u>*UPDATE ..they got me too</u> Auto Repair Service: <b>Aamco Transmissions Illinois</b>	Author: Lyons, IL
195. 8/27/2001	<u>AAMCO? "Don't go!"</u> Auto Repair Service: <b>AAMCO Transmissions California</b>	Author:

**LEGEND:**

**NEW** Within last 7 days   **UPDATE** More info from user   **REBUTTAL** Rebuttal from company or devotee   **PHOTOS** Photos contained with the report.

Showing page 13.

<< [Previous Page](#)
[Next Page](#) >>

Select a new page: 13

Feel free to send us suggestions and comments to our [editorial staff](#).

Technical questions can be addressed to our [webmaster](#).

Best if viewed with Netscape 4, Internet Explorer 4, or AOL 4.0. Support for JavaScript is needed to submit and search for reports.

Having trouble searching or filing a report? It may be a browser problem. See our [FAQ](#) for help

[Home](#) | [File](#) | [Update](#) | [Search](#) | [Pictures](#) | [Lawsuits\(Coming Soon\)](#) | [Revenge Guide](#) | [Privacy Policy](#)  
[Volunteers](#) | [Thank You!](#) | [Editorial](#) | [Donate](#) | [Link](#) | [FAQ](#) | [E-Mail Us](#) | [ED Magedson - Founder Rip-off Report.com](#)





...by consumers, for consumers

# RIP-OFF

Don't let them get away with  
Make sure they make the Rip-off

a service of **badbusinessbureau.com** **Report.com**

Home | Info | Search | Register

## RIP-OFF Do-It-Yourself Guide



### Search Results

**Criteria: Aamco, in All Reports:**  
242 Entries Found, Showing 196 - 210

**LEGEND:**

**NEW** Within last 7 days    **UPDATE** More info from user    **REBUTTAL** Rebuttal from company or devotee    **PHOTOS** Photos contained with the report

Date	Title	State
196. 8/23/2001	<u>AAMCO Transmissions, Collins Transmission Specialist Caused Damaged To Our Vehicle</u> Auto Repair Service: <b>AAMCO Transmissions (Collins Transmission Specialist)</b> Texas	Author:
197. 8/23/2001	<u>Aamco is terrible, I've been screwed.</u> Auto Repair Service: <b>Aamco</b> Virginia	Author: Stuarts Draft, Va
198. 8/20/2001 <b>UPDATE</b>	<u>AAMCO .. BIGGEST RIPOFF, EMPTY WARRANTY, ILLEGAL TACTICS, RUINED CAR.</u> Auto Repair Service: <b>AAMCO</b> Mass	Author: Amherst, MA
199. 7/22/2001 <b>UPDATE</b> <b>REBUTTAL</b>	<u>AAMCO, Double A...(beep beep).....JUST DONT GO!! ..officially screwed *REBUTTALS ..fed up *Consumer Suggestion</u> Auto Repair Service: <b>AAMCO</b> California	Author: Temecula, Ca
200. 7/17/2001	<u>Aamco Transmission Gross Incompetence, Overcharging rip off deceit</u> Auto Repair Service: <b>Aamco</b> B.C.	Author: Burnaby, BC
201. 6/28/2001	<u>Aamco transmission crappy work</u> Auto Repair Service: <b>AAMCO</b> California	Author: northridge, ca
202. 5/18/2001 <b>UPDATE</b>	<u>Aamco Transmissions Personal i.e. Living the lie</u> Auto Mechanics: <b>Aamco Transmissions</b>	Author: Sapulpa, Ok.

	Ok.	
203. 5/13/2001 	<u>Aamco, Shawnee, Oklahoma transmission rebuilding rip-off</u> Auto Repair Service: Aamco Oklahoma	Author: chandler, OK
204. 5/4/2001 	<u>THE BIG AAMCO DECEPTION, BY A SOON TO BE X-DEALER *UPDATE</u> Auto Dealers: AAMCO Transmissions Pennsylvania	Author: Sioux Falls, SD
205. 4/28/2001 	<u>AAMCO RIP-OFF TRANSMISSIONS FRANCHISE ..THE FACTS AND FICTION ..ex-AAMCO owner *UPDATE Another Aamco owner says, never go to Aamco</u> Auto Repair Service: AAmco Transmissions Texas	Author: ., Arizona
206. 4/22/2001	<u>AAMCO Transmission Indianapolis Indiana</u> Auto Repair Service: AAMCO Transmission Repair Indiana	Author: Carmel, IN
207. 4/22/2001 	<u>Aamco Transmissions - terrible quality and even worse service *Consumer Responds</u> Auto Repair Service: Aamco Transmissions Oregon	Author:
208. 3/19/2001	<u>aamco the transmission rip-off specialists</u> Auto Dealer Repairs: AAMCO Texas	Author: ., Arizona
209. 2/12/2001	<u>AAMCO Rip Off ..KITTY LITTER IN THE BELLHOUSING</u> Auto Repair Service: AAMCO Transmission Washington	Author:
210. 2/5/2001	<u>AAMCO Scam</u> Auto & Truck Rental: AAMCO - Dennis New Jersey	Author:

**LEGEND:**

Within last 7 days More info from user Rebuttal from company or devotee Photos contained with the report.

Showing page 14.	
<a href="#">&lt;&lt; Previous Page</a>	<a href="#">Next Page &gt;&gt;</a>
Select a new page: <input type="text" value="14"/>	

Feel free to send us suggestions and comments to our [editorial staff](#).

Technical questions can be addressed to our [webmaster](#).

Best if viewed with Netscape 4, Internet Explorer 4, or AOL 4.0. Support for JavaScript is needed to submit and search for reports.

Having trouble searching or filing a report? It may be a browser problem. See our [FAQ](#) for help

[Home](#) | [File](#) | [Update](#) | [Search](#) | [Pictures](#) | [Lawsuits\(Coming Soon\)](#) | [Revenge Guide](#) | [Privacy Policy](#)  
[Volunteers](#) | [Thank You!](#) | [Editorial](#) | [Donate](#) | [Link](#) | [FAQ](#) | [E-Mail Us](#) | [ED Magedson - Founder Rip-off Report.com](#)



...by consumers, for consumers

# RIP-OFF

Don't let them get away with  
Make sure they make the Rip-off

a service of **badbusinessbureau.com** **Report.com**

Home | Files | Search | Register

## RIP-OFF Do-It-Yourself Guide



### Search Results

**Criteria: Aamco, in All Reports:**  
242 Entries Found, Showing 226 - 240

**LEGEND:**

**NEW** Within last 7 days    **UPDATE** More info from user    **REBUTTAL** Rebuttal from company or devotee    **PHOTOS** Photos contained with the report.

Date	Title	State
226. 4/5/2000	<u>AAMCO of Mississauga Canada Ontario</u> Auto Repair Service: AAMCO Ontario	Author: columbus, oh
227. 3/27/2000	<u>Aamco's transmission consumer Rip-off ...Aamco Transmission rebuttal Albuquerque New Mexico</u> Auto Repair Service: AAMCO New Mexico & Pennsylvania	Author:
228. 3/7/2000	<u>AAMCO Transmissions Orlando Florida rip-off ...they almost got me too!</u> Auto Repair Service: AAMCO Transmissions Florida	Author: ., Arizona
229. 3/6/2000	<u>AAMCO transmission consumer rip-off ... Sounds like I got set up</u> Auto Repair Service: AAMCO Transmissions North Carolina	Author: , NC
230. 3/5/2000	<u>AAMCO Transmission rip-off New Jersey and Massachusetts consumer Student left with no car thousands to repair auto again</u> Auto Repair Service: AAMCO Transmissions Massachusetts & New Jersey	Author: ., Arizona
231. 3/4/2000	<u>AAMCO Transmission rip-off Massachusetts</u> Auto Repair Service: AAMCO Massachusetts	Author: ., Arizona
232. 3/4/2000	<u>AAMCO Rip-Off Ontario Canada</u> Auto Repair Service: AAMCO Transmissions Canada	Author: ., Arizona
233. 3/2/2000		


	<u>Aamco Transmissions: Don't let it happen to you</u> Auto Repair Service: Aamco Texas	Author:
234. 2/16/2000	<u>AAMCO Transmissions Rochester, NY. rip-off</u> Auto Repair Service: AAMCO Transmissions New York	Author: , NY
235. 1/30/2000	<u>AAMCO Transmission Massachusetts rip-off</u> Auto Repair Service: AAMCO Massachusetts	Author: ., Arizona
236. 1/28/2000	<u>AAMCO Consumer rip-off Canada</u> Auto Repair Service: AAMCO Ontario Canada	Author: ., Arizona
237. 1/16/2000	<u>AAMCO Transmission Rip-Off Rochester New York</u> Auto Repair Service: AAMCO Transmissions New York	Author: ., Arizona
238. 11/20/1999	<u>AAMCO Transmission Houston, TX is dishonest, deceitful and getting away with it</u> Auto Repair Service: AAMCO Otto Liable Texas	Author: Houston, jTx
239. 11/17/1999	<u>TRANSMISSION RIP OFF</u> Body Work & Repair: AAMCO TRANSMISSIONS California	Author: LOS ANGELES, CA
240. 11/17/1999	<u>AAMCO Auto Repair rip-off, Work never done, waiting weeks for a 1 day repair!</u> Auto Repair Service: GA AAMCO Georgia	Author:

**LEGEND:**

 Within last 7 days     More info from user     Rebuttal from company or devotee     Photos contained with the report.

Showing page 16.

[<< Previous Page](#)
[Next Page >>](#)

Select a new page: 16 

Feel free to send us suggestions and comments to our [editorial staff](#).

Technical questions can be addressed to our [webmaster](#).

Best if viewed with Netscape 4, Internet Explorer 4, or AOL 4.0. Support for JavaScript is needed to submit and search for reports.

Having trouble searching or filing a report? It may be a browser problem. See our [FAQ](#) for help

[Home](#) | [File](#) | [Update](#) | [Search](#) | [Pictures](#) | [Lawsuits\(Coming Soon\)](#) | [Revenge Guide](#) | [Privacy Policy](#)  
[Volunteers](#) | [Thank You!](#) | [Editorial](#) | [Donate](#) | [Link](#) | [FAQ](#) | [E-Mail Us](#) | [ED Magedson - Founder Rip-off Report.com](#)



...by consumers, for consumers

# RIP-OFF

Don't let them get away with  
Make sure they make the Rip-off

a service of **badbusinessbureau.com** **Report.com**

Home | File | Update | Search | Register

## RIP-OFF Do-It-Yourself Guide



### Search Results

**Criteria: Aamco, in All Reports:**  
242 Entries Found, Showing 241 - 242

**LEGEND:**

**NEW** Within last 7 days   **UPDATE** More info from user   **REBUTTAL** Rebuttal from company or devotee   **PHOTOS** Photos contained with the report.

Date	Title	State
241. 10/10/1999	<u>AAMCO Ruined My Car and Then Had It Towed From My Home !!!!</u> Auto Repair Service: AAMCO Transmission # 18572 Texas	Author: Pasadena, TX
242. 9/23/1999	<u>Aamco's tranmission Ripoff</u> Auto Repair Service: Aamco New Mexico	Author:

**LEGEND:**

**NEW** Within last 7 days   **UPDATE** More info from user   **REBUTTAL** Rebuttal from company or devotee   **PHOTOS** Photos contained with the report.

Showing page 17.

[<< Previous Page](#)

Select a new page: 17

Feel free to send us suggestions and comments to our [editorial staff](#).

Technical questions can be addressed to our [webmaster](#).

Best If viewed with Netscape 4, Internet Explorer 4, or AOL 4.0. Support for JavaScript is needed to submit and search for reports.

Having trouble searching or filing a report? It may be a browser problem. See our [FAQ](#) for help

[Home](#) | [File](#) | [Update](#) | [Search](#) | [Pictures](#) | [Lawsuits\(Coming Soon\)](#) | [Revenge Guide](#) | [Privacy Policy](#)  
[Volunteers](#) | [Thank You!](#) | [Editorial](#) | [Donate](#) | [Link](#) | [FAQ](#) | [E-Mail Us](#) | [ED Magedson - Founder Rip-off Report.com](#)



CASE NO. 05 CV 1966

ATTACHMENT NO. \_\_\_\_\_

TAB DESCRIPTION B

EXHIBIT \_\_\_\_\_

IN THE CIRCUIT COURT OF DU PAGE COUNTY, ILLINOIS  
COUNTY DEPARTMENT, EIGHTEENTH JUDICIAL DISTRICT

DYNAMIC TRANSMISSIONS, INC., and  
MICHAEL L. SCHWARTZWALD,

Plaintiffs,

v.

AAMCO TRANSMISSION, INC.,

Defendant.

Case No.: 05 CH 000419

**AMENDED NOTICE OF EMERGENCY MOTION**

TO: Karen A. Von Dreusche  
AAMCO Office of General Counsel  
One Presidential Boulevard  
Bala Cynwyd, PA 19004-1034

On April 6, 2005 at 9:30 a.m. or as soon thereafter as counsel may be heard, I shall appear before the **HONORABLE JUDGE WHEATON**, or any judge sitting in her stead, Room 2007, 505 N. County Road, Wheaton, Illinois, and shall then and there present Emergency Motion for Temporary Restraining Order, a copy of which has been previously served upon you.

DYNAMIC TRANSMISSIONS, INC. and  
MICHAEL L. SCHWARTZWALD,

By: 

One of Their Attorneys

Carmen D. Caruso  
David A. Harpest ARDC#6283046  
Schwartz, Cooper, Greenberger & Krauss  
180 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601  
(312) 346-1300  
(312) 264-2423 (fax)  
Firm No. 32220

294148.1 PENDING-PENDING

610 664 5897

MAR.23'2005 16:17 RECEIVED FROM:

3127828416

#1669-002



**CERTIFICATE OF SERVICE**

I, David A. Harpest, an attorney, hereby certify that I served a copy of the foregoing Amended Notice of Motion to the Emergency Motion for Temporary Restraining Order which was previously sent to the individual listed below, via facsimile and U.S. Mail on March 23, 2005.

Karen A. Von Dreusche  
AAMCO Office of General Counsel  
One Presidential Boulevard  
Bala Cynwyd, PA 19004-1034

  
\_\_\_\_\_  
David A. Harpest

IN THE CIRCUIT COURT OF DU PAGE COUNTY, ILLINOIS  
COUNTY DEPARTMENT, EIGHTEENTH JUDICIAL DISTRICT

DYNAMIC TRANSMISSIONS, INC., and  
MICHAEL L. SCHWARTZWALD,

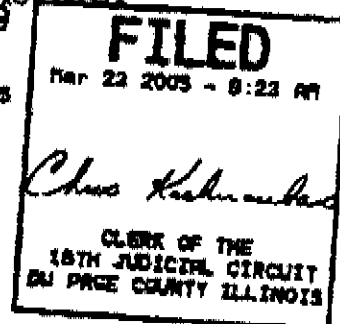
Plaintiffs,

v.

AAMCO TRANSMISSION, INC.,

Defendant.

Status Date: 07/20/05  
Assigned To: 2007  
Case No.:



**EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER**

Plaintiff, DYNAMIC TRANSMISSIONS, INC. ("Dynamic"), an Illinois corporation, and MICHAEL L. SCHWARTZWALD ("Schwartzwald"), an individual, by their attorneys, Carmen D. Caruso and David A. Harpest, move for a Temporary Restraining Order, pursuant to 735 ILCS 5/11-101, to prevent Defendant AAMCO TRANSMISSION, INC. ("AAMCO") from effectuating a termination of the plaintiff's franchise with the defendant during the pendency of this litigation. In a nutshell, a TRO is appropriate because, as detailed in the complaint, AAMCO has not provided any specific allegations of breach of the franchise agreement, nor has AAMCO provided appropriate notice to Dynamic to effectuate its alleged termination.

In support of this motion, plaintiffs submit their Verified Complaint filed on March 23, 2005, with the exhibits thereto, and the plaintiffs hereby incorporate all of their verified fact allegations in the complaint (instead of repeating those allegations here). Further support for this motion is stated below.

**Actual Notice of this Motion has been given to defendant**

Using an overnight mailing service and the facsimile machine, Plaintiffs have given actual notice of this motion to the known attorneys for AAMCO at AAMCO's Office of General

Counsel.

**Introduction**

1. Dynamic and Schwartzwald (together, the "Plaintiffs") bring this lawsuit seeking declaratory and injunctive relief against the termination of the franchise that it owns and operates pursuant to its written franchise agreement (the "Agreement") with defendant AAMCO. Further, Plaintiffs seek declaratory and injunctive relief that AAMCO has breached the Agreement. Plaintiffs also seek damages for breach of contract in an amount to be determined at trial, plus the costs of suit and reasonable attorneys' fees. As detailed in the Verified Complaint, AAMCO is seeking to terminate the Dynamic franchise without giving Dynamic proper notice or any opportunity to cure the alleged breaches of the franchise agreement.

2. Plaintiffs contend that the attempted termination without the opportunity to cure constitutes a breach of the franchise agreement (count I); breach of contract (count II); and further constitutes a violation of the Illinois Franchise Disclosure Act, 815 ILCS 705/1 et seq. (count III).

3. On this motion for TRO, Plaintiffs ask the Court to preliminarily enjoin the termination of Dynamic's franchise until such time as the Court can rule upon the substantive questions of:

- a. Whether AAMCO has breached the Agreement such that, as a consequence of AAMCO's antecedent breach, the Plaintiffs may de-identify from AAMCO's franchise system and compete independently?
- b. Whether AAMCO has established any material breaches of the Franchise Agreement by the Plaintiffs sufficient to constitute good cause for termination?

c. Whether AAMCO has grounds under the Franchise Agreement to terminate Dynamic without the opportunity to cure?

4. The purpose of this motion is to preserve the status quo until such time as the Court "can hold a hearing to determine whether it should grant a preliminary injunction." *Asset Guar. Reinsurance v. American Nat.*, 627 N.E.2d 179, 182 (1<sup>st</sup> Dist. 1993), quoting *West Suburban Hospital Medical Center v. Hynes*, Ill.App.3d 847, 856, 527 N.E.2d 1086, 1093 (1<sup>st</sup> Dist. 1988).

5. A temporary restraining order to preserve the status quo is necessary to protect Dynamic from irreparable injury – the loss of the franchise in which it has invested, worked, and developed equity.

6. A temporary restraining order is also necessary to allow Dynamic to continue to serve its customers (without fear of being accused of trademark infringement) while the case proceeds to final adjudication.

#### Legal Standards for issuing a TRO

7. "A party seeking a TRO must establish, by a preponderance of the evidence, that (1) he or she possesses a certain and clearly ascertainable right needing protection, (2) he or she has no adequate remedy at law, (3) he or she would suffer irreparable harm without the TRO, and (4) he or she has a likelihood of success on the merits." *Wilson v. Hinsdale Elementary Elem. Sch. Dist.*, 2004 Ill.App.LEXIS 609, 810 N.E.2d 637, 284 Ill.Dec. 847 (2<sup>nd</sup> Dist. 2004) (citations omitted).

#### "Plaintiff's Rights Needing Protection"

8. Plaintiffs have very clear rights under their AAMCO franchise agreement that need protection against arbitrary and capricious termination in violation of Illinois contract law

and the Illinois Franchise Disclosure Act, IFDA, 815 ILCS 815 705/1 et seq.

**Likelihood of Success on Merits**

**The Plaintiffs Are Not Guilty of Materially Breaching The Franchise Agreement**

9. As detailed in the Verified Complaint, AAMCO has provided no accurate prior notice to the Franchise of material violations of the Agreement sections outlined in the Termination Letter. The Termination Letter gives vague reasons for termination and does not provide identification of customers regarding any specific claims. Further, the Franchise has never received any letters of complaint from the State's Attorney or the Attorney's General Office. The Plaintiffs intend to prove that all of the alleged defaults are insignificant, immaterial and pretextual. The court should not permit the termination of this franchise until all of the facts are adjudicated. At this stage, the lack of prior notice of any of the enumerated sections of the Agreement and the strong community reputation of this Franchise are complete contradictions of AAMCO's stated grounds for termination and provide a compelling basis for this requested TRO.

**Dynamic Is Entitled To Notice and the Opportunity To Cure**

10. AAMCO must not only satisfy its burden of showing that Dynamic breached the Agreement, but going further, AAMCO must show that these breaches cannot be cured and that it is entitled to terminate the Dynamic franchise without providing an opportunity to cure. Here, AAMCO is asserting the prior repeated breach provision of the IFDA, but none of the alleged previous defaults have been proven.

11. Each and every alleged default by AAMCO has been, or could easily be cured, if the Court determines that Plaintiffs have in fact breached. Plaintiffs should be given an opportunity to cure before they are inflicted with the substantial loss of franchise termination.

The court should enjoin this termination until an opportunity to cure is given, at a minimum.

**Lack of Adequate Remedy At Law and Irreparable Harm**

12. Courts have recognized that the termination of a franchise or distributorship threatens irreparable injury, and is therefore the appropriate subject of a preliminary injunction. Monetary damages are probably not sufficient as a potential remedy where, as here, a franchisee is faced with the loss of its business, the loss of goodwill, and financial disaster. See, *Consumer Sales & Marketing, Inc. v. Digital Equipment Corp.*, 1995 U.S. Dist. LEXIS 1337 at \*\*9-11 (N.D. Ill. September 11, 1995) (Holding that the irreparable injury includes damages to goodwill as well as interruption of vendor and client relationships). In *Baal v. McDonald's Corporation*, 97 Ill. App. 3d 495, 502, 422 N.E.2d 1166 (1<sup>st</sup> Dist. 1981), the appellate court reversed the trial court for its failure to enter preliminary injunction against the termination of a McDonald's franchise, holding that "plaintiff has shown that a violation of its rights would occur and that they would suffer immediate, certain, and great injury if the injunction is denied. Plaintiffs are seeking to preserve the status quo -- which is its right to operate the Grand Junction franchise pending the determination of the controversy on the merits." See also, *Atlantic City Coin & Slot Serv. Co. v. IGT*, 14 F. Supp. 2d 644 (D. N.J. 1998) (entering preliminary injunction against franchise termination, holding that money damage would be inadequate compensation for the loss of goodwill and interruption of a longstanding business relationship); and *Paschall v. Kansas City Star*, 441 F.Supp. 349, 358 (W.D. Mo. 1977) (wrongful termination of a business franchise constitutes irreparable injury where it threatens the existence of the business, even if its value is ascertainable); and *Progressive Restaurant Systems, Inc. v. Wendy's International*, 17 Fed. R. Serv. 3d (Callaghan) 786 (N.D. N.Y. 1990) (granting preliminary injunction against franchise termination where threatened loss of business was irreparable injury).

**CONCLUSION**

WHEREFORE, Plaintiffs respectfully request the Court enter a temporary restraining order against the termination of its franchise and such further relief as the Court deems just and proper.

Respectfully submitted,

DYNAMIC TRANSMISSIONS, INC.  
MICHAEL L. SCHWARTZWALD

By:

  
\_\_\_\_\_  
One of its attorneys

Carmen D. Caruso  
David A Harpest  
Schwartz, Cooper, Greenberger & Krauss, Chtd.  
180 North LaSalle, Suite 2700  
Chicago, IL 60601  
(312) 346-1300  
Firm ID #34395 2222

Dated: March 22, 2005

**IN THE CIRCUIT COURT OF DU PAGE COUNTY, ILLINOIS  
COUNTY DEPARTMENT, EIGHTEENTH JUDICIAL DISTRICT**

DYNAMIC TRANSMISSIONS, INC., and  
MICHAEL L. SCHWARTZWALD,

Plaintiffs,

v.

AAMCO TRANSMISSION, INC.,

Defendant.

Case No.:

**AFFIDAVIT IN SUPPORT OF EMERGENCY MOTION**

**FOR TEMPORARY RESTRAINING ORDER**

Under penalties provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, I, David A. Harpest, an attorney for plaintiffs Michael L. Schwartzwald ("Schwartzwald") and Dynamic Transmissions, Inc. ("Dynamic"), certify that the statements set forth in this Affidavit are true and correct and based upon my own personal knowledge, except to the matters therein stated to be upon information and belief and as to such the undersigned certifies as aforesaid that he verily believes the same to be true.

1. Using an overnight mailing service and the facsimile machine, Plaintiffs have given actual notice of this motion to the known attorneys for AAMCO at AAMCO's Office of General Counsel.

2. AAMCO sent a letter to Michael Schwartzwald dated March 15, 2005 alleging the termination of the Franchise Agreement and declaring that an AAMCO representative will visit Dynamic's franchise on March 23, 2005 to see that procedures after termination have been followed and to supervise removal of AAMCO signs. The letter is attached as Exhibit A and is



incorporated herein.

3. Dynamic and Schwartzwald (together, the "Plaintiffs") bring this lawsuit seeking declaratory and injunctive relief against the termination of the franchise that it owns and operates pursuant to its written franchise agreement (the "Agreement") with defendant AAMCO. Further, Plaintiffs seek declaratory and injunctive relief that AAMCO has breached the Agreement. Plaintiffs also seek damages for breach of contract in an amount to be determined at trial, plus the costs of suit and reasonable attorneys' fees. As detailed in the Verified Complaint, AAMCO is seeking to terminate the Dynamic franchise without giving Dynamic proper notice or any opportunity to cure the alleged breaches of the franchise agreement.

4. Plaintiffs contend that the attempted termination without the opportunity to cure constitutes a breach of the franchise agreement (count I); breach of contract (count II); and further constitutes a violation of the Illinois Franchise Disclosure Act, 815 ILCS 705/1 et seq. (count III).

5. In their motion for TRO, Plaintiffs ask the Court to preliminarily enjoin the termination of Dynamic's franchise until such time as the Court can rule upon the substantive questions of:

- a. Whether AAMCO has breached the Agreement such that, as a consequence of AAMCO's antecedent breach, the Plaintiffs may de-identify from AAMCO's franchise system and compete independently?
- b. Whether AAMCO has established any material breaches of the Franchise Agreement by the Plaintiffs sufficient to constitute good cause for termination?
- c. Whether AAMCO has grounds under the Franchise Agreement to

terminate Dynamic without the opportunity to cure?

6. The purpose of this motion is to preserve the status quo until such time as the Court can hold a hearing to determine whether it should grant a preliminary injunction.

7. A temporary restraining order to preserve the status quo is necessary to protect Dynamic from irreparable injury – the loss of the franchise in which it has invested, worked, and developed equity.

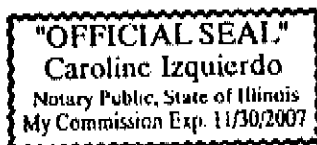
8. A temporary restraining order is also necessary to allow Dynamic to continue to serve its customers (without fear of being accused of trademark infringement) while the case proceeds to final adjudication.

9. Plaintiffs have very clear rights under their AAMCO franchise agreement that need protection against arbitrary and capricious termination in violation of Illinois contract law and the Illinois Franchise Disclosure Act, IFDA, 815 ILCS 815 705/1 et seq.

  
David A. Harpest

Subscribed and sworn to before me  
This 22nd day of March 2005

  
Notary Public



**CERTIFICATE OF SERVICE**

I, Amy Carnow, an attorney, hereby certify that I caused a copy of the foregoing **Notice of Removal** to be served upon the following counsel via hand delivery on this 5<sup>th</sup> day of April, 2005:

Carmen D. Caruso  
David A. Harpest  
Schwartz, Cooper, Greenberger & Krauss  
180 North LaSalle Street  
Suite 2700  
Chicago, Illinois 60601

\_\_\_\_\_